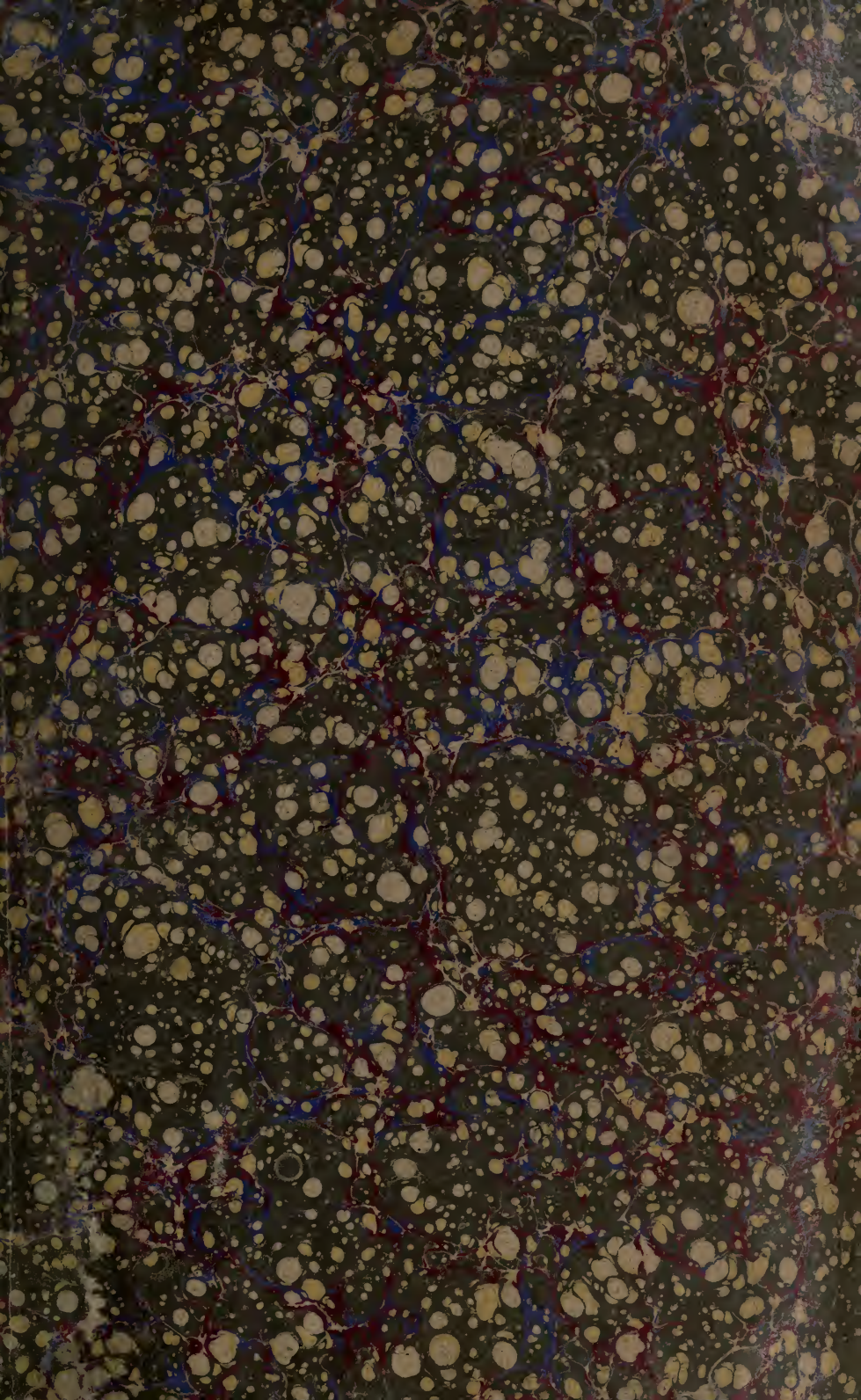
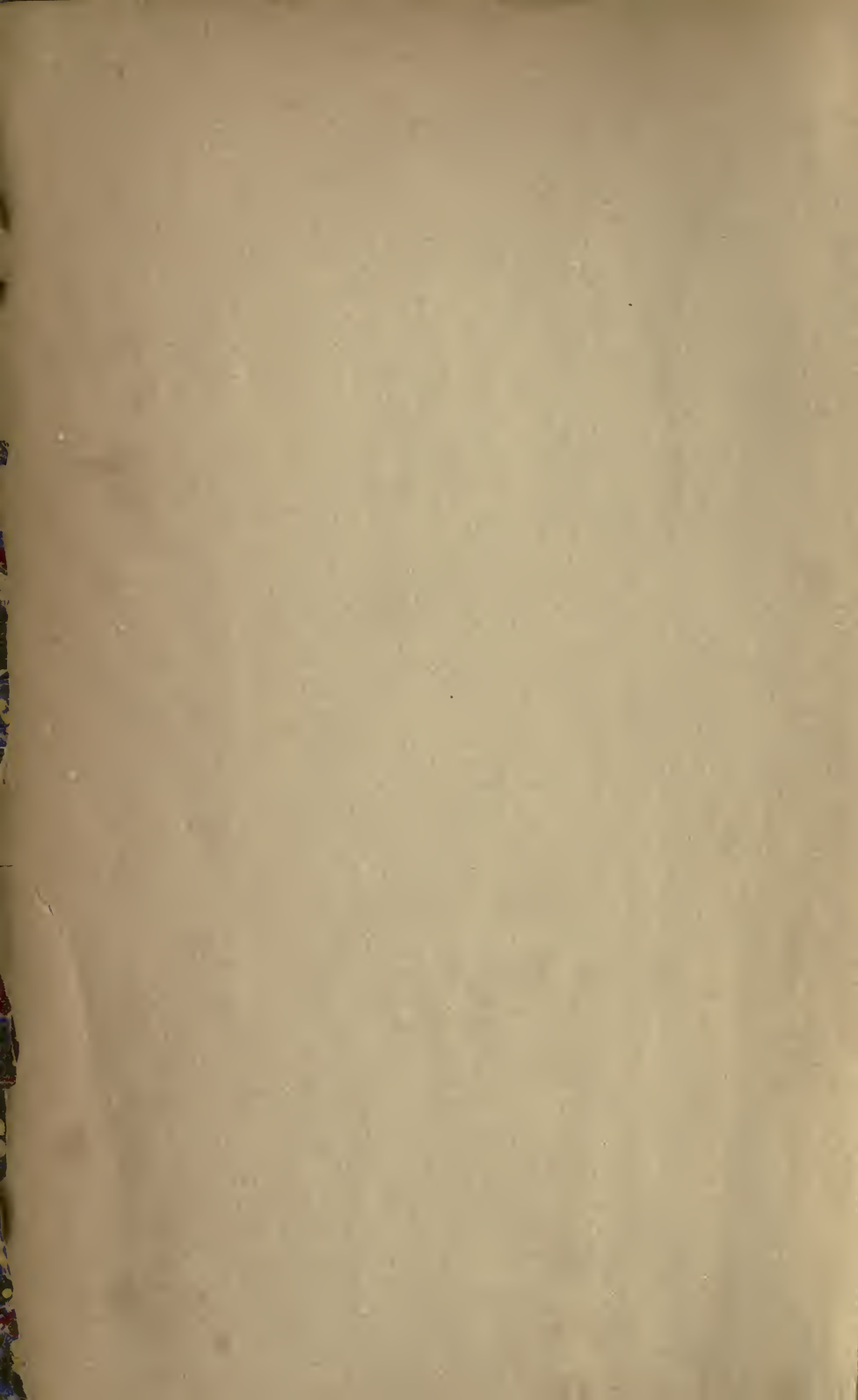




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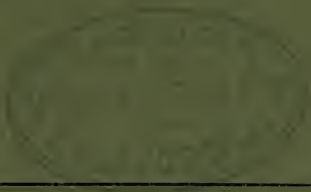
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IN THE
Circuit Court of the United States,
IN AND FOR THE
Ninth Circuit and District of California.

WILLIAM SHARON,
Complainant,
VS.
SARAH ALTHEA HILL,
Respondent.

ORAL ARGUMENT FOR COMPLAINANT
BY
WM. M. STEWART.





IN THE

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11

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NOTE.—The size of the paper upon which the marriage agreement, the Thorn letter and the “Dear Wife” ink letter, Exhibit 13, were written, is indicated in each case by the dark engraved line drawn around the writing.

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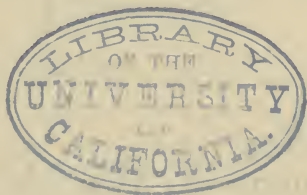
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ARGUMENT.



IN THE
Circuit Court of the United States,
IN AND FOR THE
NINTH CIRCUIT AND DISTRICT
OF CALIFORNIA.

WILLIAM SHARON,
Complainant,
vs.
SARAH ALTHEA HILL,
Respondent.

Oral Argument of W. M. STEWART
for Complainant.

May it please the Court: The object of this suit is to set aside and cancel a certain pretended marriage contract between complainant and respondent, and to enjoin respondent from setting up any claim against the complainant under the same, and particularly to enjoin her from claiming, or pretending, by virtue of said instrument, to be the wife of the complainant. The pretended marriage contract in question is in the words and figures following, to-wit:—

In the City and County of San Francisco State of California on the 28th day of August. A.D. 1880. I Sarah Althea Hill of City and County of San Francisco State California - age 27 years - do here in the presence of almighty God take Senator William Sharon of the State of Nevada to be my lawful and wedded husband and do here acknowledge and declare myself to be the wife of Senator William Sharon of the State of Nevada.

Sarah Althea Hill

August 25th 1880 San Francisco. Cal

I agree not to make known the contents of this paper or its existence for ten years unless Mr Sharon himself see fit to make it known. A.H. Hill

In the City and County of San Francisco State of California on the 28th day of August. A.D. 1880. I Senator William Sharon of the State of Nevada - age 60 years - do here in

In the presence of almighty God take Sarah Althea
Hill of the city of San Francisco. Cal. to be my
~~lawful~~ and wedded wife - do here acknowledge my
self to be the husband of Sarah Althea Hill

J. M. Shaw Nevada
" ")

Aug 25 1880
" ")

It is charged in the bill that the alleged marriage agreement is a forgery. This charge is denied in the answer, and it is alleged that the instrument is genuine, and that after the execution thereof, complainant and respondent lived and cohabited as husband and wife.

Sketch of Parties, Courtship, Marriage and Domestic Felicity.

Miss Hill, the lady mentioned in this contract, came to California from Missouri in 1871. The first year after her arrival she resided with relatives. After this she and her brother resided at the Grand Hotel, in this city, until the fall of 1877, with the exception of a short time that she kept house with her brother on Bush street. She lived at the Baldwin Hotel from the time it was built, in the fall of 1877, until the spring of 1880, from which place she removed to the Galindo Hotel, at Oakland, and was there residing at the date of the pretended marriage contract.

For some years before the date of the supposed agreement, she was engaged quite largely in stock speculations. It appears by the agreement that she was then 27 years of age. She testifies that she had been engaged for several years to a prominent lawyer in this city, but the engagement was broken off and friendly relations interrupted between them by a violent scene in his office on the 10th of May, 1880, to which incident I shall hereafter refer. The lady was unable to tell us whether her courtship with Mr. Sharon commenced before or after this incident, but, so far as the testimony shows, at the time of the supposed marriage contract there was no impediment to marriage, so far as she was concerned. She was of mature age, unengaged and unmarried, and fully capable of taking care of herself. Mr. Sharon, the other party to the supposed contract, was 60 years old, in feeble health, a widower, with children and grand children, but a man worth several millions of dollars and a United States Senator. He was

also a dealer in stocks—in fact, he was one of the most successful stock operators on the Pacific Coast. The place of courtship was in the business office of Mr. Sharon. Her first visit to his office, according to her story, was at his invitation, which she accepted at a casual meeting in the Bank of California, after a few words passed between them in regard to stocks. Her visits were continued from time to time until the execution of the pretended contract. Just when they commenced, or how frequent they were, is not disclosed by the evidence. The lady tells us that this pretended contract was executed on the 25th day of August, 1880; that she wrote it at Mr. Sharon's dictation; that it was all written at the same time; that it is in the same condition as when she wrote it; that immediately after she had written it Mr. Sharon signed it; that no one was present except Mr. Sharon and herself; that immediately after the execution of this agreement she left his office and went to her lodgings at the Galindo Hotel, in Oakland, and there remained until the burning of that hotel on about the 9th of September, 1880; that she then removed to the Baldwin Hotel in this city; that Mr. Sharon, on the day of the execution of the contract, or the next day, went to Virginia City, Nevada, and there remained for some time, how long she does not know; that their first meeting after the execution of the agreement was at the Baldwin Hotel—the exact date she cannot tell, but it was before the 25th of September; that no communication occurred between them during this separation; that she did not notify Mr. Sharon where she had gone after the burning of the hotel, and that Mr. Sharon was forced to send his servant, Ki, to Oakland to ascertain her whereabouts; that she did not know how long Mr. Sharon had been in San Francisco after his return from Virginia City before he visited her at the Baldwin Hotel; that about the 25th of September, 1880, at the request of Mr. Sharon, she took rooms at the Grand Hotel and lived in them until the 6th of December, 1881, receiving from Mr. Sharon during this time \$500 a month; that Mr. Sharon, during the same period, except when he was absent in Washington, lived on the fourth floor of the Palace Hotel; that there is a

bridge connecting the two hotels ; that during this period, when he was in San Francisco, she was in the habit of visiting his rooms, night or day, and had a pass key for that purpose.

On the 6th of December, 1881, she was ejected from her room by Mr. Thorn, the manager of the Grand Hotel, by orders of Mr. Sharon. At that time she claims to have had in her possession the so-called marriage agreement and five letters addressed to her as "My Dear Wife." She protested against the action of Mr. Sharon, in ordering her removal from the hotel in three passionate, vehement letters, in which she appealed to him by every consideration possible to allow her to remain. Singular, however, that she made no mention of the "Dear Wife" letters or the contract, and no claim of wife was asserted. Shortly before she was driven from the hotel, Mr. Sharon paid her, or gave her obligations to pay, the sum of \$7,500. After leaving the hotel, she resided, first, on Ellis street, then at Mrs. Brackett's, then in Mrs. Edgerly's house, then at Laurel Place, and after that on Van Ness Avenue, in this city.

During the summer of 1882, she became quite friendly with Mr. Sharon, although the evidence of reciprocation of that friendship is by no means clear. But a letter written to him in the fall of 1882, whilst she was residing at Mrs. Brackett's, shows a strong desire on her part to renew their former intimacy, and induce him to join her at watering-places, in strolls in the woods, and moonlight rides. In the meantime, no public declaration is made of any marriage between Mr. Sharon and Miss Hill. The first announcement of their marriage to the public was made by one William M. Neilson, who, on the 8th of September, 1883, procured the arrest of Mr. Sharon on the charge of adultery, alleging that he was a married man and the husband of Miss Hill. Soon after, Neilson published in a newspaper this pretended agreement, to cancel which, this suit was thereupon brought.

The Alleged Marriage Contract Analyzed.

The alleged marriage contract, with its remarkable charac-

teristics, first demands our attention. Mr. Sharon testified, in regard to that instrument, as follows:

I never married her (the respondent), nor did I ever agree to marry her. I never proposed marriage to her in any form. I never executed an instrument purporting to bear date on the 25th day of August, 1880, of which a photographic copy, marked "Complainant's Exhibit A," is now shown me. It is a bold forgery. Referring to the signature to that paper—"Wm. Sharon, Nevada, Aug. 25, 1880"—my judgment is, that it is a forgery. It is a better signature than I write. Independent of the genuineness or not of that signature, I never signed any instrument like Exhibit A, or of that purport. I first saw the original, of which Exhibit A is a copy, in Judge Finn's Court, since this suit was commenced, and in November, 1883. I first heard, or received any information, that respondent claimed to be my wife, by virtue of this instrument, or at all, late in the year 1883. (Page 2.)

Miss Hill testified that the contract was executed by herself and Mr. Sharon, in his office over the Bank of California, in this city, on the 25th day of August, 1880—the day it purports to have been executed—and that the same is genuine.

The conflict between the parties is direct and unequivocal. Their respective stories must be judged by the fairness and candor, or want of fairness and candor, with which they are told, together with the facts and circumstances surrounding the parties. Mr. Sharon's story is a simple denial; Miss Hill's story is interwoven with a series of facts and circumstances by which it must be interpreted. I ask the Court to read her testimony, and by it judge her character and the value of her evidence. From time to time, in the course of my argument, I shall call attention to her strange and unnatural testimony and the numerous instances in which she is contradicted by credible witnesses and by indisputable facts. I shall also show that no witness, except Miss Hill, contradicts Mr. Sharon, and that all the circumstances corroborate his statements.

Miss Hill states that this instrument was written by herself and was afterwards signed by Mr. Sharon (1058). The conclusion to which I have arrived from the evidence is, that the words "Wm. Sharon, Nevada, Aug. 25, 1880," were written by

some person other than Mr. Sharon, on the first page of a half sheet of note paper, before the body of the instrument was written.

The Woman before the Man in the Marriage Agreement.

1. The form of the instrument is consistent with my theory and inconsistent with what is stated by Miss Hill. Miss Hill agrees to take the man for a husband before Mr. Sharon agrees to take her for his wife. This is a reversal of the usual custom in courtship and marriage, which is for the man to take the initiative. No reason has been given for the reversal of the common form; but if the signature were written first, the reason is obvious. In that case it was necessary for Miss Hill to agree first in order to bring the agreement of Mr. Sharon immediately above his signature.

The Second Page Precedes the First.

2. The usual place for commencing the writing on the kind of paper upon which the agreement is written is on the first page, and on the first ruled line, where a large unruled blank is left for that purpose. This instrument is commenced on the second page of the first half of a sheet of note paper, and terminates immediately above the first ruled line on the first page upon which "Wm. Sharon, Nevada" is written. No reason is assigned for not commencing the writing on the first page, where a broad space is left unruled, and where persons usually commence writing upon that kind of paper. The fact, if it be a fact, that the words "Wm. Sharon, Nevada, Aug. 25, 1880," were written before the body of the instrument, furnishes a sufficient explanation. In such case it was necessary to commence on the opposite page of the paper, in order to terminate the writing over the signature.

The Writing Contracted to Fit the Signature.

3. An examination of the instrument will show that the last part of it is much more contracted and contains more words on a line than the first part. This is strong evidence that the words "Wm. Sharon, Nevada, Aug. 25, 1880," were first written. The contraction was necessary to make room for the instrument above the signature.

Contract Written on Folded Paper.

4. Miss Hill states that the instrument was written in Mr. Sharon's office and signed immediately after it was written, and in that case it would seem hardly possible that it could have been written on paper that had been previously folded. A business office like Mr. Sharon's would certainly have plenty of smooth unfolded paper upon which to write a contract of that character, but it is shown by the testimony of Dr. Piper (p. 273, *et. seq.*), and illustrated by his tables (45-6-7) that the paper was folded before the body of the instrument was written. Mr. Hyde and Mr. Hopkins both testified to the same effect (Hyde 117, Hopkins, 196). Dr. Piper and Mr. Hyde tell us that writing paper is covered by a coating or sizing which prevents the spreading and absorption of ink in writing. That when paper is folded the sizing or coating is liable to be broken, and when in that condition ink lines which are drawn across the folds will spread, and the ink will be absorbed. If the paper is folded after it has been written upon, the dry ink will not spread or be absorbed. It can, for that reason, be determined by a microscopical examination, which occurred first—the folding of the paper or the writing. Dr. Piper, Mr. Hyde and Mr. Hopkins are positive that the instrument in question was folded before the body of it was written. This is shown by Tables 45 and 46. It therefore seems probable that the body of the instrument was written over a signa-

ture which had been previously written. This could hardly have occurred if the instrument had been written in Mr. Sharon's office and subsequently signed, as stated by Miss Hill. But if the instrument were written over a signature previously written, the folds would be accounted for. It would be very natural for the paper to be folded while it was in the possession of Miss Hill after the signature was written, and before she wrote the body of the instrument.

Contract and Signature in Different Inks.

5. It would be natural to suppose that if the instrument were written in Mr. Sharon's office and signed as soon as written, it would be all written and signed with the same kind of ink; but we find the body of the instrument written in one kind of ink, and the words "Wm. Sharon, Nevada, Aug. 25, 1880," in another kind of ink. Mr. Hyde (175), Dr. Piper (287, 288 and Table 46), and Mr. Gumpel, all concur in the opinion that the ink with which the signature is written is different from the ink of the body of the instrument. This circumstance is unexplained, and it is evidence showing that the body of the instrument and the signature were not written at the same time.

No Ink in Sharon's Office used in Writing Contract.

6. Miss Hill states most positively that the instrument was written in Mr. Sharon's office. If such had been the fact it would naturally have been written with some of the several kinds of ink that were kept in that office, but such is not the fact. The only inks in that office at that time, or for a long time prior and subsequent thereto, were "Stephen's Blue-Black Writing Fluid," "Arnold's Copying Ink" and red ink. This fact is established beyond question by the testimony of Mr.

Dobinson, Mr. Sharon's private secretary, who purchased all the stationery and supplies of every kind used in Mr. Sharon's office, and kept a record of the same (527).

Dr. Piper made an examination of the inks upon the instrument in question by what he terms "direct light"; *i.e.*, by an examination of the ink on the paper under the microscope, and arrived at the conclusion that none of Stephen's Blue-Black Writing Fluid was used in writing any part of the marriage agreement or the signature thereto. The appearance of Stephen's Blue-Black Writing Fluid is shown by Figure 6 on Table 47. The other figures on the table show the inks that were used in writing the contract. Dr. Piper also shows that if the contract had been written with Arnold's Copying Ink, and if the paper had been afterwards dampened, the ink must necessarily have spread. It is shown by Miss Hill and Nellie Brackett that the marriage agreement was wet while in Miss Hill's possession. Miss Hill stated that it was buried in a tin box in the cellar for safe keeping, etc., (p. 1073) and it thus became wet. Miss Brackett said that it was dampened by design to make the paper look old. It is immaterial how it was dampened. The ink did not spread, and therefore it was not copying ink. (Table 47—Piper, 291.)

We know that it was not red ink, and therefore we conclude that the instrument could not have been written in Mr. Sharon's office, as stated by Miss Hill. If it should be contended that Dr. Piper might have been mistaken in judging of the color of the ink and that it was possible after all for the contract to have been written either with Arnold's Copying Ink or Stephen's Blue-Black Writing Fluid, we call the attention of the Court to the fact that Dr. Piper testified (p. 292-3) that he could make a test and determine the question with great certainty, if permitted to take small particles of the ink from the writing in question in such a manner as not to damage or injure the writing. But respondent refused to permit such test to be made. This Court, after a full hearing on affidavits, ordered her to produce the so-called marriage contract before the Examiner in Chancery and allow Dr. Piper to take small

particles of ink from it for the purpose of determining whether any of the inks in Mr. Sharon's office, to-wit: Arnold's Copying Ink, Stephen's Blue-Black Writing Fluid, or red ink, had been used in writing the instrument. But respondent refused to obey the order of this Court, although frequently called upon so to do by complainant's counsel and the Examiner. Under such circumstances, we have the right to claim that the opinion of Dr. Piper is correct, and that none of the inks in Mr. Sharon's office were used in writing the so-called marriage contract.

We must therefore conclude that the instrument was not written in Mr. Sharon's office, as stated by Miss Hill.

The Contract Retouched.

7. Miss Hill testified (1058) that the body of the so-called marriage contract was all written by her at the same time, and that no part of it has been re-written, written over or re-touched since it was first written. But the fact is obviously otherwise. Both Dr. Piper and Mr. Hyde state that the document has been re-touched or written over in several places. (Piper, 287; Hyde, 122-3—Tables 45 and 46.) Mr. Hopkins says that there are apparently unnatural blots upon the paper that appear to his mind to be of a suspicious character, and that there is want of harmony. (196.)

The Contract might have been Written over a Forged Signature.

8. I shall hereafter show that the words "Wm. Sharon, Nevada, Aug. 25, 1880" at the end of the so-called marriage agreement are not in the handwriting of Mr. Sharon, and that several thousand checks drawn by him, and other genuine writings, were introduced in evidence before the Examiner, and

that none of these genuine writings are of the character of the disputed signature at the end of the agreement.

But before examining that question, I wish to say in reply to the suggestion that, if the signature had not been written by Mr. Sharon, there would have been no necessity to have performed the difficult task of writing the contract over the signature in such a manner as to make the writing terminate immediately above the name "Wm. Sharon," that there might be some force in this suggestion if the instrument were a check or some short document. This agreement, however, is of considerable length, and many experiments might have been necessary before a suitable imitation could be obtained. Much time might be wasted in such experiments, if it were necessary to write the whole contract for each trial or experiment. Under such circumstances, is it unreasonable to presume that the signature would be first written? It is affirmed that the celebrated will of Broderick was written over a forged signature. Besides, the party who wrote the words "Wm. Sharon, Nevada, Aug. 25, 1880," may not have known the purpose to which his writing or imitation was to be put. The fact that the words "Wm. Sharon, Nevada," are written on the first ruled line of the first page of a sheet of note paper, where a broad unruled margin is left above indicating the usual place to commence writing on that kind of paper, shows that whoever wrote the words might very probably have been experimenting or practicing in writing or imitating the signature of Wm. Sharon. It by no means follows, because Miss Hill wrote the body of the contract over the signature, that she obtained a genuine signature of Mr. Sharon for that purpose. The words "Wm. Sharon, Nevada, Aug. 25, 1880," as they are placed on the paper, indicate very clearly that they were not intended as the execution of a contract. Contracts are not signed in that manner. The signature is usually at the end of the line below the body of the instrument. Was a contract ever before signed with the name of the State on the same line and following the signature? "Wm. Sharon, Nevada," is not the usual mode of signing a contract. The date beneath the words "Wm. Sharon, Ne-

vada," is also in an unusual place. But the words "Wm. Sharon, Nevada, Aug. 25, 1880," placed as they are upon the so-called marriage contract, would seem to indicate practicing or experimenting, rather than writing with a serious design. The words are written on the paper where ninety-nine men out of every hundred would write them if they were practicing the making of their own autographs, or imitating the autographs of others. This peculiar manner of signing and dating the so-called marriage contract attracted the attention of Mr. Hopkins while he was examining the instrument in behalf of Miss Hill during the trial of Sharon vs. Sharon in the Superior Court. It was one of the suspicious characteristics which convinced him that Mr. Sharon did not execute the document.

The words "Wm. Sharon, Nevada, Aug. 25, 1880," are just the form of words that every United States Senator writes in giving his autograph on a card or in an album. No doubt there are thousands in existence of that form of words written by Mr. Sharon, so that there was no difficulty in obtaining an original from which to forge or imitate the signature.

Gumpel's capacity to forge Sharon's signature demonstrated.

9. Gumpel has demonstrated that he can write the words "Wm. Sharon, Nevada, Aug. 25, 1880," if it is his pleasure to do it. In fact, he wrote these words in Captain Lees' office and made them almost a perfect *fac simile* of the signature to the so-called marriage contract. These writings are exhibits in the case.

A photograph of these writings made by Gumpel, together with a photograph of the words "Wm. Sharon, Nevada, Aug. 25, 1880" on the marriage agreement, are shown on Table 51.

Jm Shaw Nevada
" " " " " "

Aug 25 1880
" " " " " "

Gumpel.

Jm Shaw Nevada
" " " " " "

Aug 25 1880
" " " " " "

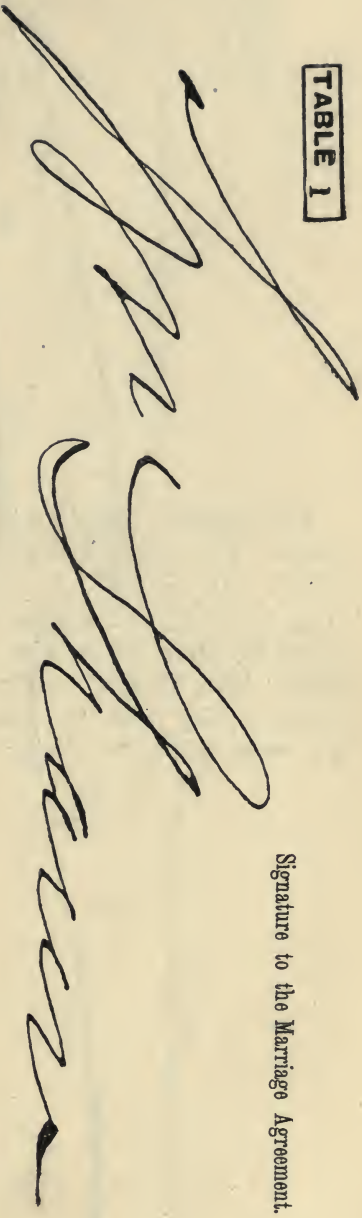
Gumpel.

Jm Shaw
" " " " " "

The words "Wm. Sharon, Nevada, Aug. 25, 1880" first appearing on the table are, as before stated, photographed from the marriage agreement. The second on the table are the same words written in Captain Lees' office by Gumpel, and the third is the name "Wm. Sharon" by Gumpel.

By a comparison of the words "Wm. Sharon" in the disputed signature, as they are enlarged on Table 1, with the same words written by Gumpel as they appear enlarged on Table 19, it will be seen that the forms of the letters are the same and that the name "Wm. Sharon" written by Gumpel is as near as possible a *fac simile* of the disputed signature.

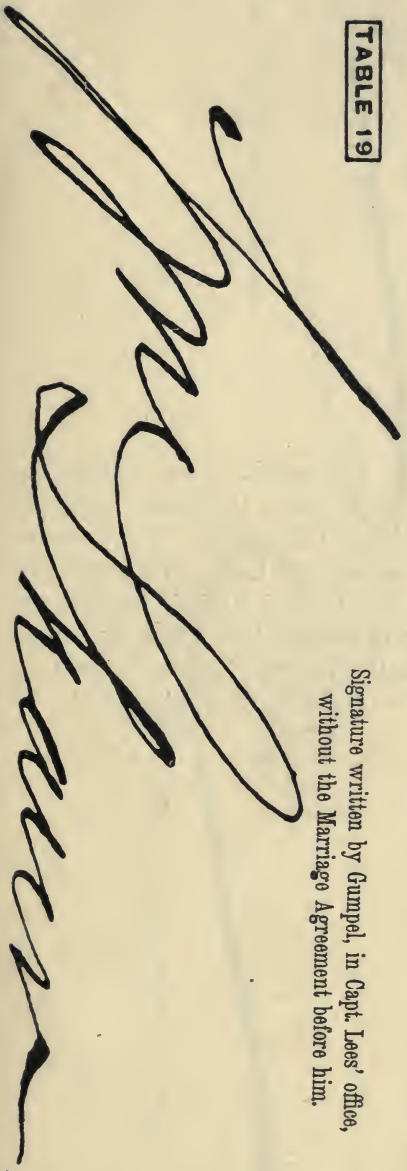
TABLE 1



A handwritten signature in cursive script, appearing to read "Mrs. H. Gumpel". The signature is written in black ink on a light-colored background.


Signature to the Marriage Agreement.

TABLE 19



A handwritten signature in cursive script, appearing to read "Gumpel". The signature is written in black ink on a light-colored background.

Signature written by Gumpel, in Capt. Lees' office,
without the Marriage Agreement before him.



The disputed signature has two rubrics, one beneath the name "Wm. Sharon" and one beneath the date "Aug. 25, 1880." Mr. Gumpel, in writing the words "Wm. Sharon, Aug. 25, 1880," in the office of Captain Lees, without the disputed signature before him, also formed a rubric beneath the name "Wm. Sharon" and beneath the date "Aug. 25, 1880," corresponding with the rubrics in the disputed signature, and substantially *fac similes*, as is shown by Table 5.

TABLE 5

Fig. No. 1 is under "Aug. 25, 1880," in Marriage Agreement.



Fig. No. 3 is under "Aug. 25, 1880," by Gumpel.

Fig. No. 2 is under "Wm. Sharon," in Marriage Agreement.

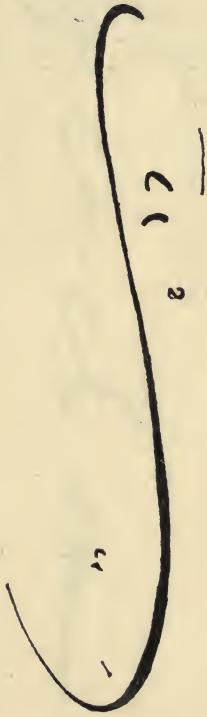
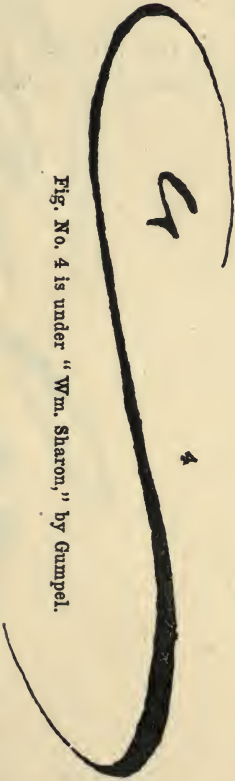


Fig. No. 4 is under "Wm. Sharon," by Gumpel.



On Table 7 the word "Nevada" to the marriage contract and the word "Nevada" written by Gumpel are enlarged.

TABLE 7

"MARRIAGE AGREEMENT"

Handwritten signature

"GUMPFL"

Handwritten signature

The same general characteristics appear in the letters forming the words "Nevada" in the marriage agreement, and in the writings of Gumpel.

Particular attention is called to the letters *ada* and the terminal stroke at the end of the word in each case.

On Table 3 the words and figures "Aug. 25, 1880," attached to the marriage agreement are enlarged, and immediately below them on this table the same words and figures written by Gumpel are enlarged. The resemblance between the two writings on this table is perfect, as the table shows:

TABLE 3

["MARRIAGE AGREEMENT"]

[Handwritten signature]

25-1850

["GUMPEL"]

[Handwritten signature]

25-1850

There is a striking resemblance between these words and figures as shown on this table. The possibility that any person can make so nearly a *fac simile* of another's writing without that writing before him, suggests the great difficulty of detecting a forgery, and diminishes the value of written evidence. It shows how easy it is to forge and how necessary to require strict proof explaining every suspicious circumstance where a writing is denied.

Dr. Piper has made a large number of other tables for the purpose of showing a comparison between the words "Wm. Sharon, Nevada, Aug. 25, 1880," and the genuine writings of Mr. Gumpel. The letters, words and figures of the signature are enlarged and placed on the same table with the same letters, words and figures written by Mr. Gumpel. There are on file the following tables, showing the various comparisons:

Table 4, is a comparison of naughts or ciphers; Table 6, a comparison of the letter *W*; Table 9, a comparison of the groups *88* and *25*, and the single figure *5*; Table 11, a comparison of the letter *h*; Table 20, a comparison of the abbreviation *Aug.* and of the letter *u*; Table 21, a comparison of the groups *ha* and *on*; Table 22, a comparison of the figure *2*; Table 31, a comparison of the final terminal in the name "Sharon;" Table 41, a comparison of the various letters indicated on the table; Table 42, a comparison of the letters *u* and *a* and figure *2*; Table 43, a comparison of the letters *h* and *e*; Table 48, a comparison of the word "Sharon" in the disputed signature to the contract with the word "Sharon," made up from letters taken from genuine writings of Gumpel, and also for a comparison of groups of letters taken from signature to agreement with similar groups made up from genuine writings of Gumpel; Tables 49 and 50, are for a comparison of the words "Wm. Sharon, Nevada, Aug. 25, 1880," on the agreement with the same words written by Gumpel in Captain Lees' office.

By these tables, Dr. Piper has made a lengthy and careful comparison of Gumpel's writings with the signature to the marriage agreement, and has arrived at the conclusion that Gumpel wrote that signature. Upon this question I express no opinion. I do not call this matter to the attention of the Court for any such purpose. If Mr. Sharon did not write the

disputed signature, it is immaterial who did. If Gumpel did not write that signature, the perfection with which he has imitated it shows what skill may be acquired in counterfeiting handwriting, and that it is not difficult to fabricate written evidence so as to deceive the most experienced experts.

Sharon did not Write the Disputed Signature.

10. While as a matter of law, it is immaterial whether Miss Hill wrote the so-called marriage contract over a forged or genuine signature of Mr. Sharon, if she wrote it without his knowledge or consent, still the fact, if it be a fact, that the signature itself is a forgery, is worthy of consideration.

Mr. Sharon testified that the words "Wm. Sharon, Nevada, Aug. 25, 1880," in his judgment, is a forgery. He was asked by Judge Tyler:

Q. Will you swear positively that it [referring to the words above quoted] was not written by you?

A. That is my judgment.

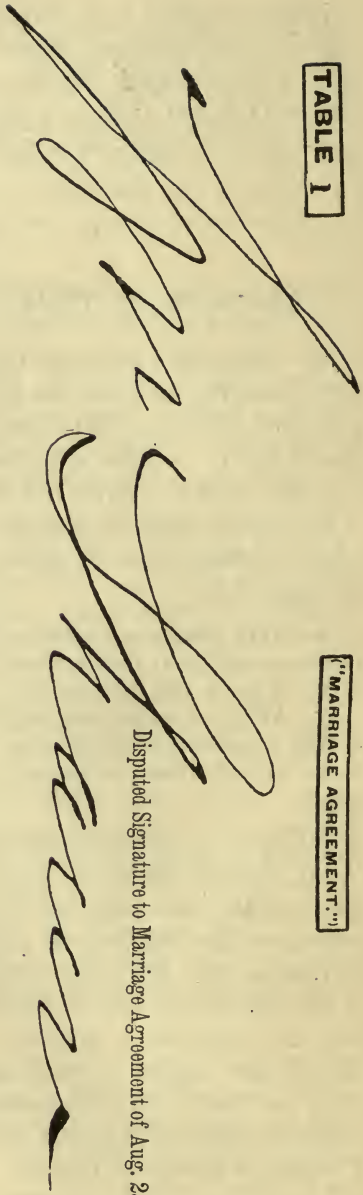
Q. Will you swear positively that it [referring to the same words] was not written by you?

A. As positively as human judgment can dictate. (Page 556.)

Dr. Piper has enlarged the letters and figures in the words "Wm. Sharon, Nevada, Aug. 25, 1880," found at the end of the contract, and enlarged, to the same scale, the genuine writings of Mr. Sharon, and placed them on tables convenient for comparison; and, after a careful investigation, has arrived at the conclusion that it was impossible for Mr. Sharon to write the signature in question. Mr. Sharon cannot write as smooth and regular a hand as the disputed signature, and there are many other characteristic differences between the disputed signature and the genuine writings of Mr. Sharon. This fact is shown by Table 1

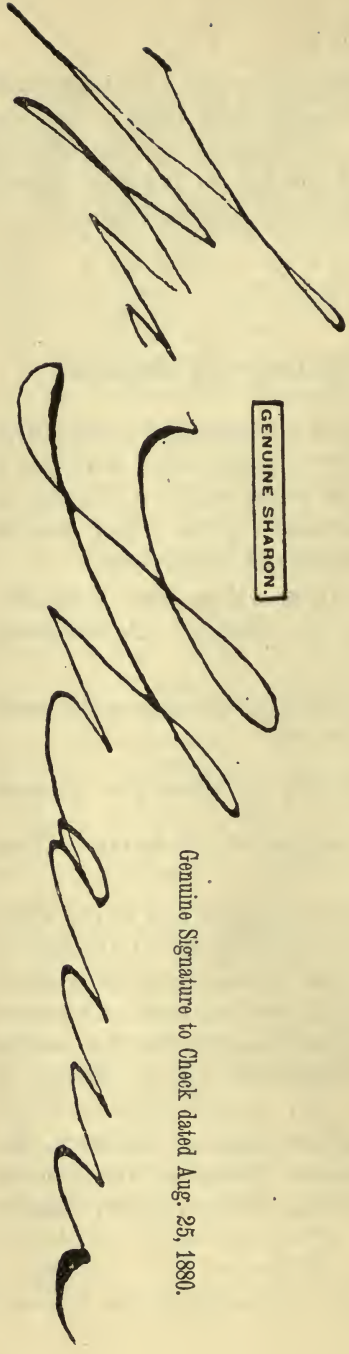
TABLE 1

"MARRIAGE AGREEMENT."



Disputed Signature to Marriage Agreement of Aug. 25, 1880.

GENUINE SHARON.



Genuine Signature to Check dated Aug. 25, 1880.

On Table 1 the first name is the disputed signature enlarged; the other name, on the same table, is the genuine signature of Mr. Sharon to a check drawn on the 25th of August, 1880, the day the alleged contract is dated.

It is claimed that the signature to this check more nearly resembles the disputed signature than any other genuine signature of Mr. Sharon. The enlarged genuine and the enlarged disputed signatures placed side by side reveal the fact that they were written by different hands. The disputed signature is much smoother and more regularly executed than the genuine. One is the work of a skilled penman—the other of a nervous man of business. Beside the fact that the disputed signature is better than Mr. Sharon can write, we call attention to some of the other characteristic differences in the two signatures on Table 1.

The last down stroke of the *W* in the disputed signature is heavier than the last up-stroke in that letter, whereas in the genuine the last down stroke of the *W* is much lighter than the up-stroke. Dr. Piper testifies that this is a peculiarity of Mr. Sharon's handwriting—that his last up-stroke of the *W* is usually heavier than his down-stroke—sometimes equal, but never lighter. There is a radical difference between the disputed signature and the genuine in the formation of the letter *m*. The first up-stroke of the *m* in the disputed signature turns to the left so as to form a blind loop, whereas in the genuine the up-stroke departs immediately to the right. The *S* in the word "Sharon" in the disputed signature extends much higher above the *h* than in the genuine, although the *S* in the genuine signature on Table 1, extends as high in comparison with the *h* as in any signature among the thousands introduced in evidence. The contrast between the *h* in the disputed signature and the *h* in the genuine shows a marked characteristic difference. The first up-stroke of the knee of the *h* in the disputed signature forms, with the main shaft of the letter, a blind loop, and is connected with that shaft for a considerable distance before it leaves to the right. The top of the knee of the *h* is nearer to the main shaft of that letter in proportion to its size than in any genuine signature of Mr. Sharon. Mr. Sharon never contracts this part of the *h* as shown in the disputed signature.

Tables 17 and 26 are for a comparison of the word "Nevada."

TABLE 26

"MARRIAGE AGREEMENT."

TABLE 17

GENUINE SHARON.

1
Sharon

2
Sharon

3
Sharon

Nos. 1, 2, 3, are from
letter envelopes
addressed by Sharon.

We have also filed the following tables, upon which the genuine writings of Mr. Sharon are compared with the words "Wm. Sharon, Nevada, Aug. 25, 1880," on the marriage agreement:

Table 11 is for a comparison of the words "Wm. Sharon." Table 4 a comparison of the figure naught or cipher. Table 6, a comparison of the letter *W*. Table 9, comparison of the groups *88* and *25*, and the figure *5*. Table 11, comparison of the letter *h*. Table 13, comparison of the letters *w*, *h* and the group *har*. Table 14, comparison of the letter *A*. Table 20, comparison of the abbreviation "Aug." and the letter *u*. Table 22, comparison of the figure *2*. Table 31, comparison of the final terminal in "Sharon." Tables 1 and 18 are for a comparison of the name "Wm. Sharon."

Many other characteristic differences between the genuine writings of Mr. Sharon and the disputed words "Wm. Sharon, Nevada, Aug. 25, 1880," are pointed out by Dr. Piper.

It seems impossible that Mr. Sharon could have combined in the words, "Wm. Sharon, Nevada, Aug. 25, 1880," so many new and distinct characteristics as are pointed out by Dr. Piper, and shown on his tables. There was nothing in the circumstances at the time which would be calculated to quiet the nerves of Mr. Sharon and enable him to write better than usual. On the contrary, it would not be very strange if Mr. Sharon's hand should tremble more than usual on such an occasion. If her story be true, Mr. Sharon must have bestowed more attention on his signature than upon any other part of the transaction. Is it hardly probable that the tremor of Mr. Sharon's hand, which for years previous had prevented a smooth, flowing signature, should have departed from him at that particular time, and that he should then have been enabled to write with the precision of a writing master or a skilled engraver?

I ask the Court to examine the tables prepared by Dr. Piper, together with his testimony, wherein he demonstrates that Mr. Sharon never wrote the disputed signature.

James H. Dobinson testifies that he has been the private secretary of Mr. Sharon since 1876 up to the present time. That he has been in the habit of examining every check

drawn by Mr. Sharon on the last day of each month, as the same is returned from the bank. That he has seen Mr. Sharon write very frequently during all the time he has been in his employ. He explains in the following language why he does not believe the disputed signature to the marriage contract to be the genuine signature of Mr. Sharon :

I should pronounce it not the genuine signature of Mr. Sharon, on the ground of what I would call too steady a signature. It is a very bold signature. It differs from Mr. Sharon's signatures by the fact of the *S* being much larger than in any of the checks that I have seen, the different signatures. Also, I notice in the *h* in the word "Sharon" that it is much lower down than the *h*'s are in Mr. Sharon's ordinary signatures. It appears to me, also, that the height of the *W* and the *S*, the capital *W* and the capital *S* are too near each other, compared with Mr. Sharon's signatures. The down-stroke of the *h* after the letter *S* in the word "Sharon," the lower point of it does not come as low as Mr. Sharon's *h*'s. The second portion of the *h* leans too much to the left, in my opinion, and makes it shorter between the top of the knee and the shaft, and I should take it to be a signature that was written by a man with a very steady hand ; and in all of Mr. Sharon's signatures, according to my idea, there is more or less nervousness exhibited. I don't see any in the signature at the end of the marriage contract. That seems to be written with a firm, steady hand. In my opinion, I should pronounce it was not Mr. Sharon's signature. I never saw one like it.

A great number of signatures on checks were called to the attention of Mr. Dobinson by Judge Tyler. He pointed out, without the least difficulty, in every instance, the marked differences between the disputed and each genuine signature. Mr. Dobinson's testimony is most satisfactory and convincing. He shows that Mr. Sharon could not have written the words, "Wm. Sharon, Nevada, Aug. 25, 1880," found at the end of the so-called marriage contract.

Fred. G. Smith, the paying teller of the Bank of California, where Mr. Sharon keeps his account, and who has been in charge of that department since 1879, was presented with a table, marked "Ex. Barnett A," upon which was photo-

tographed a number of the genuine signatures of William Sharon, and among which was a photograph of the disputed signature. He testified that he had never seen the exhibit before. He then gave it as his opinion that all the signatures upon it were genuine, except signature numbered 8 from the top. "Exhibit Barnett B." contains a number of genuine signatures of Mr. Sharon, also including a photograph of the signature to the disputed contract, which exhibit Mr. Smith had never seen before. He gave it as his opinion that all the signatures upon that exhibit were genuine, except the signature number 6 from the top. He gave the same testimony with regard to "Exhibit Barnett C," which is of the same character as "Exs. Barnett A and B," and stated that the disputed signature was number 17 from the top (p. 586). In each case he correctly designated the number of the disputed signature.

J. P. Martin testified that he was in the employ of the Bank of California at Virginia City, Nevada, as bookkeeper and cashier, while Mr. Sharon was manager, and that he had been in the employ of Mr. Sharon as agent ever since, except a short period in 1879, when he was sick. That he has often seen Mr. Sharon write. Is familiar with his signature. He gave it as his opinion that the signature to the marriage contract was not genuine (p. 220).

Henry C. Hyde, an experienced microscopist, gave the following testimony with regard to the disputed signature :

Q. Do you know whether or not it [the disputed signature] is William Sharon's handwriting?

A. I don't know, but I believe that it is not. I once said that I thought it was, but it was without having made any examination of that signature for the purpose of discovering whether or not it was a forgery. I have since made that examination, and I have come to the conclusion that it is not the handwriting of William Sharon (p. 125).

Mr. Hyde testified at great length, giving an account of his investigations, and showing the contrast between the disputed signature and the genuine signatures of William Sharon. His reasons seem most satisfactory.

"Exhibit Barnett A"

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

Mr Shaw Mr Shaw

All the signatures on the preceding page are *fac-similes* of the genuine writings of Mr. Sharon, except the eighth signature from the top in the first column, which is the signature to the Marriage Agreement.

“Exhibit Barnett B” and “Exhibit Barnett C” are of the same character as “Exhibit Barnett A.” Each contains a number of genuine signatures of Mr. Sharon, among which is the disputed signature, placed in a different position on each Exhibit. See testimony of Fred. G. Smith, on pages 33 and 34.

“ Dear Wife Letters.”

On the trial of Sharon vs. Sharon, in the Superior Court, Miss Hill introduced five letters purporting to have been written by Mr. Sharon to her during the years 1880 and 1881, in which she was addressed “My Dear Wife.” These letters were used in evidence in that case in connection with the so-called marriage agreement, to establish marital relations between the parties. The complainant in the case at bar contends that these letters are fabricated and false, that they were traced by Miss Hill from genuine letters written by Mr. Sharon, except the word “Wife” in the address, which word was manufactured from letters found in genuine writings of Mr. Sharon, and put together so as to form the word “wife” upon a piece of paper and traced in where the original address “Miss Hill” or “Allie” was written. And they are introduced in this case by the complainant for the purpose of showing that Miss Hill forged and fabricated evidence to prove the marriage and to corroborate her statement that the so-called marriage agreement is genuine. And I shall contend, if I am able to show that these five “Dear Wife” letters are forged and fabricated for the purpose of establishing the main fact to which the alleged marriage contract relates, that they are strong evidence that the contract itself is a forgery.

Manufacturing evidence falls within the principle of the maxim “*omnia præsumentur contra spoliatorem.*” (Lawson on Presumptive Evid., p. 140.)

The case of the steam propellor “Tillie” furnishes an apt illustration of this principle. In defense of an action for damages against the steamer for a collision with a canal boat, the extreme darkness of the night was offered as an excuse, and a fabricated log book showing that fact was produced in evidence. The Court held that the fabrication of the log book was sufficient to raise a conclusive presumption against the truth of the defense. (7 Benedict, 382.)

See to the same effect,

- 1 Greenleaf on Evidence, Sec. 196.
- Eldridge vs. Hawley, 115 Mass., 410.
- Eagan vs. Bowker *et als.*, 5 Allen, 449.
- Green vs. Town of Woodbury, 48 Vermont, 5.
- C. C. R. R. Co. vs. Mahone, 103 Ill., 485.
- Com. vs. Webster, 5 Cush., 316.
- Moriarty vs. L. C. & D. R. R. Co., 5 Law Rep., Q. B., 314.
- Craig Lessee vs. Anglesea, 17 Howell St. Trials, 1139.
- Wharton Evid., Vol. 2, Secs. 1266, 1267.
- Wharton Crim. Ev. (9th Ed.), Sec. 742.
- Bryant vs. Stillwell, 24 Pa. St., 314.
- Wharton's Crim. Law, Sec. 1457 b.

For what could be more natural, if Miss Hill had fabricated the marriage agreement, that she should fabricate the "Dear Wife" letters as evidence tending to prove the same matter. These letters are marked respectively Plaintiff's Exhibits 11, 13, 16, 29 and 37. The four written in pencil are in the words and figures following, to-wit :

Plaintiff's Exhibit 11 :

My Dear Wife :—You had one hundred and twenty dollars, then twenty dollars, and before I left one hundred dollars. The balance is just two hundred and sixty dollars, for which find cash enclosed. I am afraid you are getting extravagant.
WM. SHARON.

May 5, '81.

Plaintiff's Exhibit 16 :

My Dear Wife :—Enclosed find three hundred and ten dollars to pay bills with, etc.

W. S.

Aug. 29, 1881.

Plaintiff's Exhibit 29 :

April 1st.

My Dear Wife :—Enclosed send you by Ki the balance, two hundred and fifty dollars, which I hope will make you happy. Will call this eve for the joke.

Yours, S.

Plaintiff's Exhibit 37 :

SAN FRANCISCO,

Palace Hotel, Oct. 3d, 1881.

My Dear Wife :—Enclosed find five hundred and fifty dollars, which will pay expenses until I get better. Then will talk about your eastern trip. Am much better to-day. Hope to be up in three or four days.

Truly,

S.

Money, Money, all the Time.

All these letters refer to money matters and show that there was some understanding as to the amount Miss Hill was entitled to receive. For example, analyze Exhibit 11 : Mr. Sharon informs Miss Hill that she has had \$120, then \$20, and before he left another \$100, and that the balance to which she is entitled is \$260. If we add the sums \$120, \$20 and \$100, we will have \$240, which subtracted from \$500, the monthly stipend to which she was entitled, leaves just \$260. But the business character of these letters, although a suggestive circumstance, is by no means conclusive, for if these pencil letters were genuine, they would furnish some corroboration of the allegation that Mr. Sharon signed the alleged marriage contract ; if, on the contrary, they are fabricated, what more convincing proof could be given to establish the charge that the alleged marriage contract is a forgery ; for the person who would forge letters of this character is certainly capable of forging the contract. Such forgeries would taint the whole transaction, and raise a conclusive presumption against the respondent.

Worn Condition of Pencil Letters.

These four "Dear Wife" letters, however, cannot now be examined, they are so worn and mutilated that the writing is almost obliterated. It is difficult to decipher

the language and impossible to determine from an inspection of these pencil letters the characteristics of the writing. It seems hardly possible that the mutilated condition of these papers can be accidental.

Tracing.

Exhibit 13 in ink is undoubtedly a tracing. Nellie Brackett informs us that all of the "Dear Wife" letters are tracings except Exhibit 11, which was made a "Dear Wife" letter by changing the word "Allie" into "Wife;" that the mode of forming the word "Wife" in Exhibit 13 and in all of the "Dear Wife" letters, was by taking the letters *W, i, f* and *e* from other writings of Mr. Sharon, putting them together, pasting them on a piece of paper and placing the word "Wife" thus formed after the word "Dear" and over the word "Allie" or "Miss Hill," as the case might be, and then tracing the whole letter including the word "Wife."

Exhibit 13 Examined.

I propose now to examine Exhibit 13 and compare it with a letter which was written by Mr. Sharon to Mr. Thorn at the same time and enclosed in the same envelope, for the purpose of showing that Exhibit 13 was traced from an original letter which was written on the same kind of paper as the Thorn letter and not upon the kind of paper upon which the tracing, Exhibit 13, is written. If it can be shown by such comparison and such other tests as we are able to make, that Exhibit 13 is fraudulent, it is reasonable to presume that the other mutilated scraps of paper known as the "Pencil Dear Wife" letters are also fraudulent.

The letter written to Mr. Thorn and Exhibit 13 are in the words and figures following, to wit:—

This page shows the actual sizes of the paper upon which the "Thorn" letter and the "Dear Wife" ink letter, Exhibit No. 13, are written.

The outer lines on this page are those of the "Thorn" letter; the inner lines are those of the "Dear Wife" ink letter, Exhibit No. 13.

(See pages 40, 41 and 42.)

Agency of
The Bank of California
Virginia, Nov. 6th 1880

Mr. Moore

My dear Sir
I gave Miss Hall a
note to you, and repeated
the kind consideration
you her much she
deserves. But it seems
you have not been as
accommodating as you
might be. You will
consider my wishes in this
and allow ^{me} "Cause of Compt.
bant".

Very truly
Yours
Wm. Stearns

My Dear Wife

In reply to your
kind letter I have
written Mr. Brown and
enclosed same to you
which you can read
And then send it to
him in an envelope. And
he will not know that
you have seen the song
that anything should occur
to annoy you. And thank
thy letter with command
the kind country your decision
Am having a very tough
fight But think I shall

be victorious in the End
With kindest Consideration
Believe me as ever

Joseph Harris

Agency of
The Bank of California
Virginia, Va. Oct. 15th 1880
S

My dear Miss Hill
In reply to your
kind letter I have
written Mr. Brown and
enclosed same to you
which you can read
And then send it to
him in an envelope. And
he will not know that
you have seen it. I am
sorry that anything should occur
to annoy you. And think
thy letter will command
the kind courtesy you deserve
Am having a very hard & hard
fight. But think I shall

Be victorious in the End
With kindest Consideration
Believe me as ever

Very Truly
Yours
J. M. Shaw



The letter which was written by Mr. Sharon to Miss Hill, and enclosed to her in the envelope with the letter to Thorn, appears on the two preceding pages.

Mr. Hyde has reproduced, guided by the testimony of Mr. Sharon and Miss Brackett, what we claim to be the letter written to Miss Hill, from which she traced Exhibit 13. That letter was written on Bank of California paper, and was addressed "My Dear Miss Hill." The words "Very Truly" in the original letter preceded the signature "Wm. Sharon," but these words were omitted by Miss Hill, in fabricating Exhibit 13, because she thought they were too formal to be used in a letter to a wife (as Miss Brackett testifies). In Exhibit 13 the line above the signature is vacant, where the words "Very Truly" were written, but an attempt to conceal the omission of these words, by elevating the signature above the line, is apparent. The letter as re-

stored on bank paper, with Mr. Sharon's letter-forms preserved and Miss Hill's blots and blunt terminals omitted, presents a likeness of what must have been the letter which Mr. Sharon wrote to Miss Hill, and excludes the presumption that the stranger between it and the Thorn letter is genuine.

The words on the first page exactly fit the ruled lines on that page. The writing bears on its face unmistakable evidence of its maternity ; but when the Thorn letter and Exhibit 13, and particularly the signature to each are compared, Mr. Sharon must be acquitted of its paternity.

The child acknowledges in all its lineaments its mother, but bears no marks by which its father can be known.

The envelope in which these two letters were enclosed is Marked Exhibit 14, bearing Wells, Fargo and Co's frank, postmarked "Virginia City, Nevada," addressed "Miss Allie Hill, Grand Hotel, San Francisco, Cal." Miss Hill testifies that the Thorn letter and the letter to her were received enclosed in this envelope.

Mr. Sharon testifies that all of the five "Dear Wife" letters are forgeries, that he never addressed any letter to the respondent as "Wife." With regard to Exhibit 13, he testified that it and the Thorn letter were written at the same time, in the International Hotel, Virginia City, Nevada, upon the same kind of paper, and with the same pen and ink, and that the paper used was the paper of the agency of the Bank of California, in Virginia City. It is conceded that the Thorn letter and the original of Exhibit 13, the "Dear Wife" letter in ink (whether Exhibit 13 be that original or not), were written at the same time and enclosed in the same envelope.

Reasons Why Exhibit 13 Must be a Tracing.

The following are some of the reasons why I have come to the conclusion that Exhibit 13 is a tracing and was originally written upon the paper of the Bank of California.

Exhibit 13 and the Thorn Letter are Upon Different Kinds of Paper.

1. The two letters were written at the same time and enclosed in the same envelope. They were written at the International Hotel, but they are not written upon the hotel paper; one of them, the Thorn letter, is written upon paper of the Bank of California, and why should not the other, the "Dear Wife" letter, have been written upon the same kind of paper? It is very unlikely that Mr. Sharon would go outside and buy

other paper when he had plenty of the bank paper equally suitable upon which to write the letter. It is also very improbable that he would change the kind of paper in writing two notes to be enclosed in the same envelope.

Lines of Writing on Exhibit 13 Equal Ruled Lines on Bank of California Paper.

2. The Bank of California paper has the following heading :

“ AGENCY OF
“ THE BANK OF CALIFORNIA.
“ Virginia, Nev..... 188 ”

below which are sixteen ruled lines. Mr. Sharon commenced the Thorn letter upon that kind of paper upon the first ruled line, indicating that that was his usual place of beginning a letter. The paper upon which Exhibit 13 was written had nineteen ruled lines, but the lines of writing upon Exhibit 13 are just sixteen, corresponding precisely with the number of lines that would have been written on Bank of California paper, if the original had been written upon that kind of paper.

The Paper of “ Dear Wife ” Letter Narrower than Bank of California paper, but Lines of Writing same length.

3. The paper upon which the “ Dear Wife ” letter in ink is written is over a quarter of an inch narrower than the paper of the Bank of California, and notwithstanding this fact the lines of writing of Exhibit 13 are precisely the same length as the lines of writing on the Thorn letter, leaving little or no margin on either side of the paper on which exhibit 13 is written.

Writing Follows Ruled Lines in Thorn Letter, but does not in Exhibit 13.

4. The lines of writing of the Thorn letter follow the ruled lines. The lines of writing of the "Dear Wife" letter (Ex. 13.) do not follow the ruled lines, and if it were a tracing it could not follow those lines, because Mr. Hyde tells us that the spaces between the ruled lines of the Bank of California paper are a little wider than the spaces between the ruled lines on the paper upon which Exhibit 13 is written.

Exhibit 13 Not Dated, and the Reason Why.

5. Exhibit 13 is not dated, nor does it appear from where it was written. The address on Exhibit 13 is written upon the third ruled line, leaving two ruled lines above. This was necessary, because if the letter had been dated and the writing had commenced on the first ruled line, it would have been impossible to trace the four remaining lines and the signature on the opposite side of the paper, because there would have been a double writing below which would have made tracing impossible.

Besides, Sharon's letters from Virginia, Nev., were written on paper with a lithographed heading, of which Miss Hill had none. The words lithographed could not be traced; hence, the date was omitted.

Three Blank Ruled Lines on Exhibit 13, and the Reason Why.

6. If the tracing (Exhibit 13) had commenced in the usual place, on the first ruled line, it would have left three ruled lines at the bottom, which would have been unusual. No person would finish a letter on the second page, leaving three vacant lines at the bottom of the first page. The fact that there is now one ruled line left vacant at the bottom of the first page is very suspicious. This could not be remedied, however, without great danger of spoiling the work in adjusting the paper in order to trace on that line.

Irregularities in Lines of Exhibit 13, and the Reason Why.

7. The space between the ruled lines on the Bank of California paper was wider than on the paper upon which Exhibit 13 was traced. Consequently, in tracing the writing from Bank of California paper upon the kind of paper upon which Exhibit 13 was transferred, frequent changes of the position of the two papers became necessary, which accounts for the irregularities witnessed in the lines of Exhibit 13, and their failure to follow the ruled lines.

The Commercial Mark on Exhibit 13 Scraped Off.

8. The commercial mark on Exhibit 13 has been scraped and rubbed so that it cannot be distinguished. This circumstance is suspicious, as it removes evidence which might indicate when and where the paper was made.

For the purpose of illustrating and comparing Exhibit 13 and the Thorn letter, Mr. Hyde reproduced what he supposes to be a likeness of the original letter written to Miss Hill, which was enclosed with the Thorn letter. He procured to be manufactured paper of the same character as the Bank of California paper, upon which Mr. Sharon testifies the letter to Miss Hill was written. He then traced the writing found upon the first page of Exhibit 13 upon the paper so prepared. He has given to us a natural and convincing illustration that the original of Exhibit 13 was written on the paper of the agency of the Bank of California. (The papers showing this illustration are on file marked Exhibit Hyde A and Exhibit Hyde B.)

Upper Corners of Exhibit 13 Removed to Destroy Evidence of Tracing.

9. Both upper corners of the paper Exhibit 13 have been burned and cut off, which has not been satisfactorily accounted

for, but which, as we will show, is a suspicious circumstance. Mr. Hyde and the other experts tell us that in tracing upon the kind of paper upon which Exhibit 13 is written, the original writing to be traced is placed upon a glass; over this is placed the paper upon which it is to be transferred; the upper corners of the two papers are fastened together, either pinned or fastened with wax or mucilage or some other substance. It is manifest from the appearance of the lines of writing on Exhibit 13, as before mentioned, that it was frequently changed in tracing. This would necessarily mar or mutilate the corners where the two papers were fastened together. This manifest effort to destroy the evidence of tracing furnishes a satisfactory reason for burning or cutting off those corners.

Other "Dear Wife" Letters with Corners Off.

Miss Hill has been exceedingly unfortunate in failing to preserve the upper corners of more of her "Dear Wife" letters. Nellie Brackett, as before stated, testified that all the "Dear Wife" letters except Exhibit 11 are tracings. That in Exhibit 11 "Allie" was erased and the word "Wife" traced in. If that were so there was no necessity for fastening the upper corners of that exhibit so as to mutilate them for the purpose of tracing one word. There was no necessity to cut those corners off. They have not been cut off but both of the upper corners of Exhibit 11 are intact. The next in order of the "Dear Wife" letters is Exhibit 13 with both corners burned and cut off as we have already seen. As to Exhibit 16, Mr. Hyde says: "I think I can see two pin holes in the right hand upper corner. * * * The left hand corner is gone." As to Exhibit 29 the whole top has been removed. Mr. Hyde says between one and two inches of the top of the paper is gone, (pp. 178-9). With regard to the remaining "Dear Wife" letters (Exhibit 37), Mr. Hyde says: "I think I see on the left-hand margin—I have seen it on another photograph more distinctly than on this—but I see evidences of two pin-holes on the left-hand upper corner. At the upper

“ right hand corner there are marks of a crumpling of the paper, and I see what might be—what I conjecture to be—pin holes, two. I don’t see them so well on this photograph as I have seen them on others. I say that is what I find, with the qualification that I could only be sure of it looking “ at the original.” (p. 179.)

We have had no opportunity to examine the originals since the discovery was made. The photographs are probably correct in this respect. The pin holes will undoubtedly now appear on the originals if they have not been destroyed by handling since the photographs were taken.

Exhibit 13 not in the Handwriting of Mr. Sharon.

The “ Dear Wife ” letter in ink is not in Mr. Sharon’s handwriting, but is in the handwriting of Miss Hill, as shown by the characteristic peculiarities of the writing of these two persons. It is believed that there are in every persons’ handwriting some characteristic peculiarities which always appear. There is a very marked characteristic of Mr. Sharon’s handwriting in his manner of terminating his letters at the end of a word or letter and in his *t*-crossings. These I shall call terminals and *t*-crossings. Mr. Sharon has a uniform habit of tapering or pointing his terminals and *t*-crossings at the end of the stroke. Miss Hill, on the contrary, has a habit of making her terminals less tapering, very often blunt, and frequently ending the stroke with a clubbed or knobbed end, thus making the end the heavier part of the stroke. For the purpose of illustrating this peculiarity in the handwriting of these two persons, and of making comparisons of the handwriting of one with the handwriting of the other, Dr. Piper has enlarged and brought together a large number of terminals of the “ Dear Wife ” letter in ink and of the acknowledged genuine writings of Miss Hill, and of the Thorn letter written by Mr. Sharon and other genuine writings of Mr. Sharon. These tables are numbered 12, 23, 24, 28, 29, 30, 53, 54, 55, 56, 57, F, G, H, K, L, M, N, O, P, R, S, U, V, W and X.

It has already been shown that the Thorn letter and the letter to Miss Hill were written by Mr. Sharon at the same time and place. Miss Hill claims that Exhibit 13 is the letter which was written to her by Mr. Sharon at that time. If it be true that Exhibit 13 is the letter written by Mr. Sharon, the terminals would undoubtedly correspond with the terminals in the Thorn letter. For a comparison of these terminals we call attention to Table 24 :

TABLE 24

Lines 1, 3, 5, 7, from Exhibit No. 13 Dear Wife Ink Letter
 Lines 2, 4, 6, 8, from Exhibit No. 38 Thorn Letter

Ex 13

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13

Ex 38

13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24

Ex 18

24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34

Ex 36

35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46

Ex 13

47
 48
 49
 50
 51
 52
 53
 54
 55
 56

Ex 38

57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68

Ex 13

69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82

Ex 38

83
 84
 85
 86
 87
 88
 89
 90
 91
 92

consideration l. 5

apophized l. 11

apophized l. 14

for l.

apophized l. 14

which l. 6

send l. 17

Written Tunnings
 l. 11

Thorn l. 11

DEAR WIFE LETTER
 THORN LETTER

enlosed l. 5

same l. 5

44

Thorn l. 1

DEAR WIFE LETTER

l. 13

shall l. 5

Kind l. 3

Letter l. 3

have l. 3

have l. 3

written l. 4

written l. 4

written l. 14

written l. 14

Mr l. 4

note l. 4

THORN LETTER

to l. 4

you l. 14

and l. 14

to l. 5

l. 11

then l. 17

skull

Table 24 contains terminals from these two letters in alternate lines. The terminals from each have been taken in regular order from the lines and words indicated on the table. It will be observed by an examination of this table that the terminals of the ink "Dear Wife" letter are uniformly blunted or clubbed at the end of the stroke, while Mr. Sharon's are uniformly pointed or tapering at the end of the stroke. This is a demonstration. It would have been impossible for Mr. Sharon in writing these two letters at the same time to have made such a radical change in his writing.

Again the terminals of Miss Hill and Mr. Sharon are well contrasted in Table 25 :

TABLE 25

Terminals & Crossings

Envelope of Thorn Letter

1
Gim Miss

2 A

3 i

4
E:

5
H⁵ Defs. Ex. 14.

6 i

7
G 7

8
x 8

Grand

Dear Wife Letter Pys. Ex. 13.

9
Wain wifere's c-in have 13.

10

11
crossing

12
n

13
to 13

14
you 13

15
Envelope 18.

Gen. Hill Defs. Ex. 10.

16 .

17
for

18
2m

19
11

20
you 17

21
have 18.

Envelope to Thorn Letter

22
San.

23
in Fran.

24
Grand

25
H. in Hotel

26
t in Hotel.

27
T in Hotel

Dear Wife Letter

28
in kindess.

29
in Fran.

30
Grand

31
in occur 14.

32
Him L. 9.

33
ve

34
A jine 7

35
t in occur 14.

36
in occur 14.

37
F in occur 14.

38
Sig. Sharon

39

Hill Defs. Ex. 10.

40
crossing 19, 20 page

41
See L. 19.

42
crossing in them 12c.

43
terminal 13.

44
crossing in hunting

The first line on Table 25 contains terminals and *t*-crossings of the envelope in which the Thorn letter and the original letter to Miss Hill were enclosed. The second line contains terminals and *t*-crossings from the "Dear Wife" letter Exhibit 13. The third line contains terminals and *t*-crossings from the genuine letter written by Miss Hill. The fourth and fifth lines contain terminals from the envelope enclosing the Thorn letter and the letter to Miss Hill. The sixth line contains terminals and *t*-crossings from the "Dear Wife" letter Exhibit 13. The seventh and last line contains terminals and *t*-crossings from genuine writings of Miss Hill.

Tables 30, 28 and 29 respectively show the *t*-crossings of Miss Hill, the *t*-crossings of the ink letter Exhibit 13, and the *t*-crossings of Mr. Sharon.

TABLE 30

Table of (1) crossings.

GENUINE MISS HILL.

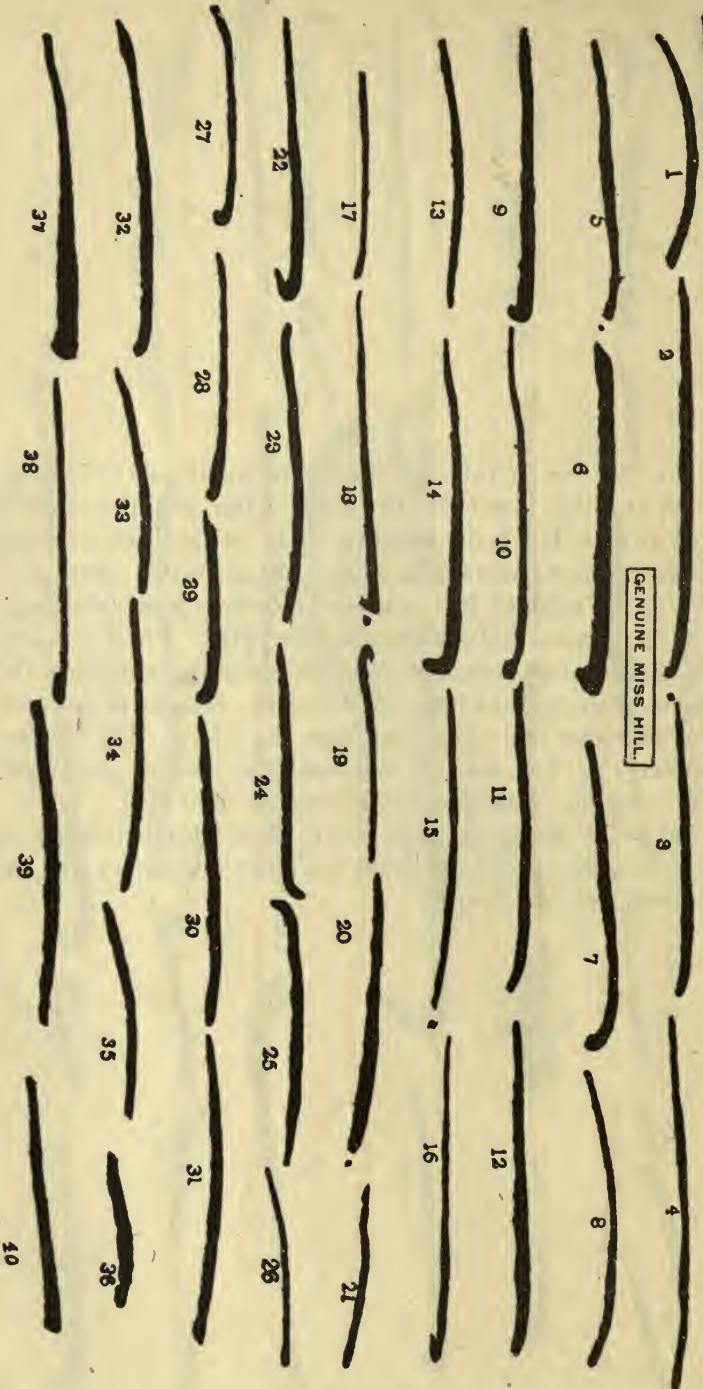


TABLE 28

Table of (1) crossings.

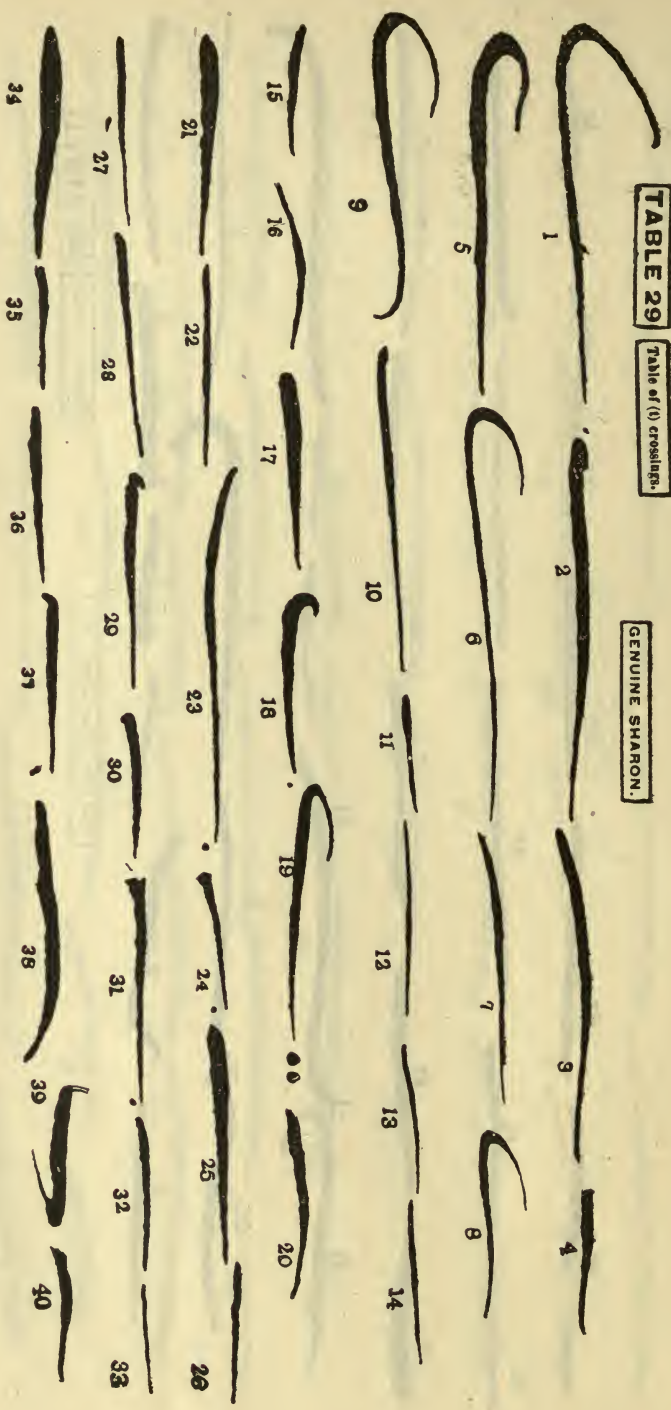
DEAR WIFE LETTER.



TABLE 29

Table of (1) crossings.

GENUINE SHARON.



Tables 12, 23, 53, 54, 55, 56 and 57 also illustrate the characteristics of the handwriting of Mr. Sharon and of Miss Hill in making their terminal strokes.

Unconscious Habit.

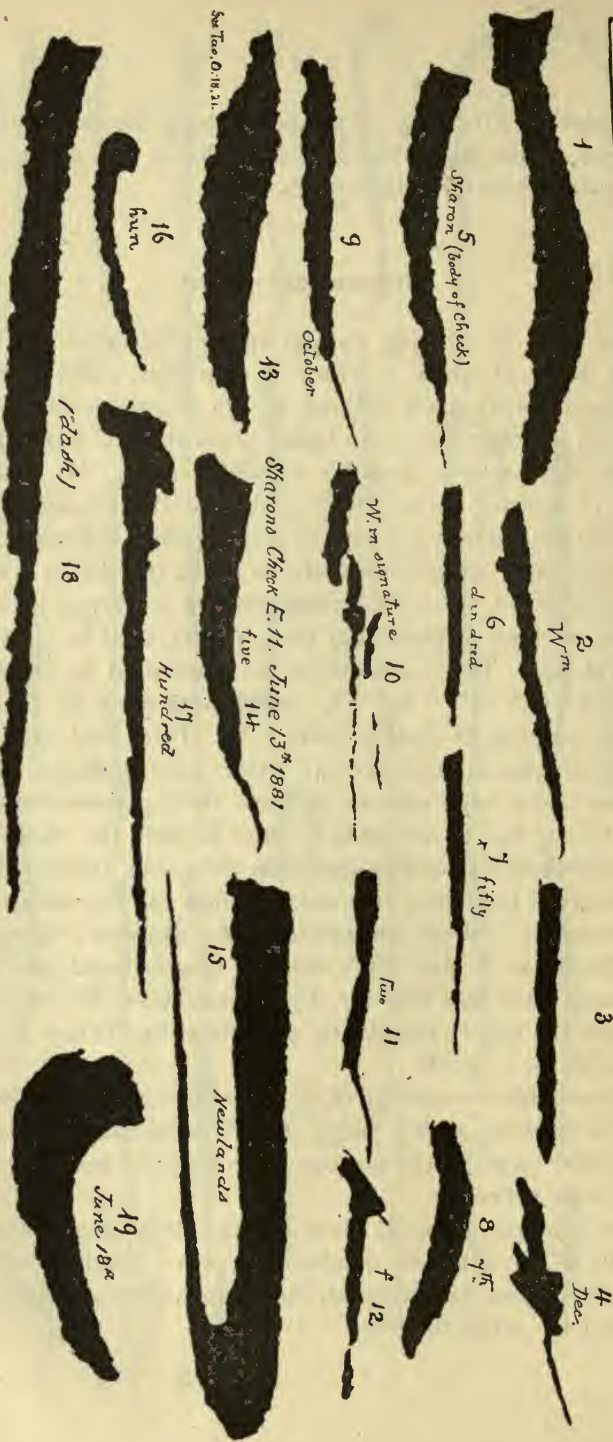
The habit of crossing *t*'s and making terminal strokes is not a habit of which a writer is conscious. The fact that these strokes are made without design or consciousness gives to them the character of an index or ear-mark of handwriting, imparting as near as possible absolute verity. Mr. Sharon's habit of tapering his terminals and Miss Hill's habit of making hers blunt always appear in their writings. Each may by accident make an occasional stroke of the pen which is unlike the usual habit. But the exceptions are so rare in the handwriting of both of them that they, in fact, tend to prove the general rule. These exceptions are illustrated by the tables marked "O," "U," "V," "X," which were made by Dr. Piper at the request of Judge Tyler. Mr. Tyler had over three thousand checks and several letters and writings of Mr. Sharon and a large number of Miss Hill's genuine letters to select from, and he was able to find in them the exceptional terminals and *t*-crossings shown on these four tables. It will be observed that these selected terminals and *t*-crossings show less tapering in those selected from Mr. Sharon's writings and less bluntness in Miss Hill's writings than is usual with either of them. The fact that Mr. Tyler's selections are exceptions and not the rule is abundantly established by Tables F, G, H, K, L, M, N, P, R, W.

These tables contain all of the terminals and *t*-crossings on the checks from which Judge Tyler's selections were made, and entire pages of the documents from which his other selections were taken.

For example, Table G illustrates the difference in the terminals of Mr. Sharon's handwriting, when specially selected by Judge Tyler, and when all the terminals upon a given document are taken together.

TABLE G

Sharono Check. X 40. Dec 7th 1880. All the terminals from two Checks selected by G. W. Tyler Esq.



Figs 1 and 13 are those selected by Mr Tyler

Mag 21 Diam.

R. R. Piper

Table G contains all the terminals of two checks, from each of which Judge Tyler made one selection. Figure 1 and figure 13, on table G, represent his selections; although these two figures are tapering, they are not so much so as in the average of his terminals.

Similar illustrations might be made by comparing all the selections on Tables O, U, V, X, with the ten tables having the terminals from all the checks and pages of writing from which the selections were made.

It is a remarkable fact, that whenever the terminals and *t*-crossings of Miss Hill and Mr. Sharon are taken either indiscriminately and at random, or consecutively, from their writings, the terminal characteristics of each always appear. Miss Hill's will always, as a rule, be blunt—Mr. Sharon's tapering and pointed.

Dr. Piper's Accuracy.

It cannot be said that these tables showing terminals are incorrect. Dr. Piper proves his capacity to make them correct, and he swears to their correctness.

On Table A the words, "Wm. Sharon" are enlarged by photography. On Table B they are enlarged under the microscope by Dr. Piper. His enlargement of a scale of equal parts, under the *camera lucida*, shows the perfection with which he can enlarge writings. No attempt has been made to enlarge these terminals for the purpose of contradicting Dr. Piper. A comparison of these tables and an inspection of the scale of equal parts, which are on file in the cause, will show the accuracy of his work. It must, indeed, be taken as absolutely correct; his conclusions are not merely his opinion, but they are demonstrations which any person can make from the data he furnishes.

Respondent's Experts.

The conclusive proof that Mr. Sharon did not execute the so-called marriage agreement or write the "Wife" letters furnished by an examination of the documents themselves, is sought to be overthrown by the testimony of three experts—M. Gumpel, C. D. Cushman and Samuel Soule. These experts were examined on photographic copies against the objection of the complainant's counsel. The respondent refused to produce either the original of the contract or the "Dear Wife" letters, but examined these witnesses upon photographic copies. On cross-examination, complainant's counsel renewed a demand for the originals upon which to cross-examine the witnesses, which was refused. I maintain that the respondent having the originals in her possession, it was incompetent to use, for the purpose of expert testimony, photographic copies, and that the testimony of these experts ought not to be considered. (Roger's Expert Tes., Sec. 199, p. 144.)

Gumpel.

This witness testified as follows :

I have never seen yet a successful tracing which I have not detected. I had the opportunity to examine, in connection with the case of Treadwell vs. The Bank of California, some years ago, a number of papers which were prepared as a tracing, and I found them out *at the first glance*. They were very much astonished that it could be detected, but I say it was done in the most expert manner, as fine as any I have ever seen, and yet it could be detected, no matter how good it was done. (P. 688.)

This very expert witness was presented with two letters. One was written by Mr. Sharon, and the other traced from it by Mr. Hyde, marked "Exhibits 200 and 201," and he then gave the following testimony :

Q. In whose handwriting is the paper now presented to you, marked "Exhibit 201"?

A. I decline to answer that question. I don't want no paper.

Q. Can you tell whether it is Mr. Sharon's genuine writing?

A. I will not tell. I will not answer any put-up business unless they are admitted genuine or not.

Q. Will you look at plaintiff's Exhibit 200, and state in whose handwriting it is, if you can tell?

A. I say the same thing. You give me these letters, and I will examine them as much as I desire in order to come to a conclusion. I don't think an expert can guess.

Q. Will you compare those (Exhibits, 200 and 201) with the letters I now present to you, which are letters of Mr. Sharon to Mr. Dobinson, dated respectively January 8th and 9th, 1880, and see if those letters are in the same hand writing as Exhibits 200 and 201?

A. If you will give me a lead pencil letter, written like this, and give me as much time as I desire—

Q. Are you able to state by a comparison in this room?

A. No, sir, I don't intend to do any such business.

Q. You are unable to state by a comparison in this room?

A. No. There is no man able to do that. I defy a man to do that. I examine these things thoroughly.

Q. Sit down and examine them.

A. There is not time enough.

Q. How long will it take you to examine it?

A. I can't tell you—Twenty-four hours.

Q. It will take you twenty-four hours?

A. Never mind how long it takes me. I have my own time, no matter how long it takes me.

Q. How long would it take you?

A. I take my own time, then I will tell you, when I am ready. Because other people took ten days to examine papers in the Sharon case. Sometimes it takes ten days before a man would go and swear positive on a thing.

Q. Can you estimate how long it would probably take you to make that comparison?

A. I will bring them back to you this week.

Q. You think it will take you most of the week?

A. Except you pay me for my services. Then I will examine them at home. In my line of business I can't spend any time.

Q. You can't tell?

A. I can't tell right here in open court, to tell which is which. I don't do that business.

Q. Is either one of those a tracing?

A. I don't think anything about it at all.

Q. It is very easy to tell a tracing?

A. You can tell anything you please. I don't. I am under oath. You are not under oath.

Q. If you are under oath, will you answer my question? Is it easy to tell a tracing, sir?

A. After you examine, it is.

Q. Haven't you said it was very easy to tell a tracing?

A. I beg your pardon; I said nothing of the kind.

Q. That a tracing could not be made that could not be detected right off; that it was very obvious?

A. I said nothing of the kind. I said a tracing can be detected.

Q. Easily or hard?

A. That depends on the tracing.

Q. Can you detect a tracing in this room by examining it?

A. No. I will examine it, and then tell you whether it is a tracing.

Q. Can't a tracing be made so as to deceive a man?

A. *With a pencil, it can.*

Q. Haven't you sworn with regard to the four pencil letters?

A. No, sir.

Q. Didn't you swear that they were in Mr. Sharon's genuine handwriting?

A. Yes, sir.

* * * * *

Q. These two, Exhibits 200 and 201, are pencil letters. Can you tell by an examination of it whether either one is traced?

A. I want all the time I desire to have. I can tell after examining.

Q. Can you examine them in this room and tell?

A. No, sir.

Q. You cannot?

A. No, sir. I think I have just as much right as Mr. Piper has as an expert to get all the time I desire, if it is two months. I will not answer the question until I am satisfied about the answer, whether they are traced or not.

* * * * *

Q. I will ask you if it is not possible to make tracings so that they will deceive people. Answer yes or no.

A. I don't know whether they would deceive. I can't tell. They might not deceive me, and they may deceive any one, and they may not deceive no one, or no one may be deceived. (pp. 744 to 749).

Mr. Gumpel was then presented with two tracings of Exhibit 13, made by Mr. Hyde, marked "Exhibits A and B." These tracings were not made for the purpose of deceiving anybody and were obviously tracings. They were prepared by Mr. Hyde for the purpose of illustrating how Exhibit 13 was traced from the original, and to show the size and ruling of the paper upon which the Thorn letter was written as contrasted with the paper Exhibit 13. With regard to these exhibits, Mr. Gumpel gave the following testimony :

Q. Will you look at Exhibit Hyde A, and state in your opinion whether it was written by Mr. Sharon, or whether it is a tracing of the ink letter ?

A. This goes the same as the others. I will examine this for you if you pay me for my services and give me my time.

Q. Will you state whether in your opinion Exhibit Hyde A was written by Mr. Sharon, or whether it is a tracing ?

A. I answered that before.

Q. Can you determine, by an examination here in the Examiner's room, whether it is original, written by Mr. Sharon, or a tracing ?

A. Yes, sir, I can do it.

Q. Here ?

A. If I take my time to it.

Q. Can you do it here in the room ?

A. No, sir ; if I have my own examination, my own way.

Q. You couldn't determine that question here ?

A. I couldn't stay here for two months, or a month or a week or so.

Q. Can you do it ? I would like to know that.

A. I could.

Q. Right now ? Well, then, determine it ?

A. I say in my own time.

Q. How long will it take you ?

A. It may take me a month to do it.

Q. Can you do it now on the stand ?

A. No, sir ; it would be impossible—impossible for anybody.

Q. Will you look at Exhibit Hyde B, and say whether that was written by Mr. Sharon or not ?

A. The same answer in relation to that paper. The same answer in relation to all the papers except plaintiff's and defendant's exhibits. If you want Piper's and Hyde's papers examined I will examine them, if you pay me for my services.

Q. You can't determine that here ?

A. No, sir ; no man could except the man who wrote it. He would know. (pp. 751-2.)

Gumpel's Method.

As to his method of examining handwritings, Mr. Gumpel testified as follows :

Q. How did you examine it (Exhibit 13) ? What did you examine it with ?

A. My method.

Q. I want to know your method.

A. I can't explain it to you.

Q. I want you to tell me just what you did.

A. I cannot. I have no way to explain my method.

Q. You have a method that you can't explain ?

A. No, sir ; it is my own way, my own adoption.

Q. Did you ever tell anybody how you did it ?

A. No, sir.

Q. It is a secret, is it ?

A. It is a secret for me ; yes, sir. I can't tell anybody. I examined it my way ; just the way it comes to me ; my eye ; what my eye tells me. (pp. 772-3.)

Value of Expert Testimony.

The highest Courts of almost every State in the Union have spoken in the most disparaging terms of this character of evidence. (Roger's Expert Tes., 267.) The reason for all this is plain. It is generally nothing more than the opinion of the witness, with no means of determining whether that opinion is honestly or dishonestly given. No doubt the learned judges,

who have regarded this class of testimony as a "necessary evil," have had before them such specimen cranks of egotism as we have in the presence of M. Gumpel, who has no reasons to give, and would not give them if he had. Of course, such testimony of such witnesses has no value; but, inasmuch as there may be cases in which testimony as to handwriting may be valuable, the evidence is received. The cases in which it is valuable are only those where reasons can be given. A person, because he is an expert, may testify to facts which others can examine, and when he does so and permits us to know his reasons and to learn his facts, then we can judge of the weight of his testimony, and it is only in cases where the expert can give such reasons as will convince others that his testimony ought to be received. No man has a right to speak upon any fact in Court unless he has learned that fact from some reliable source of information, and is able to give his authority. Of what possible value is the evidence of an expert who makes such an exhibition of himself as is shown in Gumpel's testimony?

Dr. Piper's Methods.

Dr. Piper explained his opinions. He gave no opinions for which he did not furnish the facts upon which they were based.

Dr. Piper has discovered a method of enabling the jury and the Court to see for themselves the differences in the peculiarities of handwriting. His method of enlarging the letters and words and placing them side by side for comparison is admirable. It has been long known that the *t*-crossings and terminals in handwriting are always characteristic. Every person terminates his letters and makes the minute mark which constitutes the *t*-crossing in his own way. But these marks are usually small, and an ordinary examination of the writing will not show the difference, but when enlarged the character-

istics of the handwriting are brought out and can be plainly seen. The difference in the habit of making the terminals and *t*-crossings may not be as marked in all cases as is shown in the handwriting of Mr. Sharon and Miss Hill, but it is believed that in every case in which these terminals and *t*-crossings are enlarged and placed side by side, they will show a characteristic difference that is unmistakable. Dr. Piper needs no commendation from me. It can be said in his case, as compared with every expert who has ever testified in this country, that he may be safely judged by his works. Courts of justice have never complained of scientific demonstrations of the character furnished by Dr. Piper.

Mr. Hyde and Mr. Hopkins sustained their opinions with good and sufficient reasons. Gumpel's facts and reasons for his opinions were secrets which he could not impart and would not if he could.

Mr. C. D. Cushman—another expert guided by faith and not by reason—delivered his opinion in the most oracular manner as to the genuineness of the so-called marriage contract and "Dear Wife" letters. He is an ex-Methodist preacher, a gentleman of mercurial temperament, had assisted Miss Hill in procuring affidavits on motion for new trial in Judge Sullivan's Court, had borrowed some money from Mammy Pleasant, and at the time of giving his evidence he appeared to be overflowing with partizan zeal. An example of the unique style of this witness in delivering his evidence will be found in his testimony on pages 889 and 890, which, for this purpose, we commend to the Court for perusal. A specimen of his manner of testifying as an expert is to be seen in the record commencing on page 892. He was presented with Exhibit Barnett A, which is a table containing a photograph of a large number of genuine signatures of Mr. Sharon and the signature to the so-called marriage contract, and testified as follows :

Q. Will you please look at Complainant's Exhibit Barnett A, and state if any of the signatures upon that paper are in Mr. Sharon's handwriting, and if so, which ones?

A. If you give me time and pay me for experting your papers I will answer.

Q. Will you please state whether or not you can tell whether any of the signatures upon the paper presented to you, Complainant's Exhibit Barnett A, are Sharon's signatures?

A. I think I could if I could have time for examination.

Q. Will you please state whether you can or not?

A. I will state that, whenever I have the opportunity to examine and you pay me for the examination.

Q. Can you tell now by looking at it? I ask that question.

A. I don't think I will tell now.

Q. You decline to tell now?

A. I do. If you wish me to examine your papers and you will pay me for it, I will answer your question. (pp. 892-3.)

He was examined at considerable length as to the signature and writings of Mr. Sharon and answered all questions on that subject in a manner entirely similar to the portion of his testimony we have already quoted.

Mr. Samuel Soule was the third and last expert who testified for respondent. He was confident that the marriage contract and the "Wife" letter were all genuine. Speaking of Exhibit 13 he testified as follows :

Q. You examined the ink one with a view of ascertaining whether it was a tracing?

A. Yes, sir ; by a microscope.

Q. You ascertained that it was not a tracing, did you?

A. I came to that conclusion.

Q. How long did it take you to examine it to determine that question?

A. Fifteen or twenty minutes, perhaps. I didn't examine only two pencil letters with the microscope. I thought that was sufficient.

Q. Will you look at Complainant's Exhibit Barnett C, and state whether or not any signatures on that are Mr. Sharon's, and if so, which ones?

A. I would not say that they were any of them hardly, in his natural handwriting. (p. 1014.)

Upon the above mentioned exhibit (Barnett C), there are a large number of genuine signatures of Mr. Sharon photographed. The only signature on this exhibit that is not genu-

ine, is a photograph of the signature to the marriage agreement.

Mr. Soule did not appear to have any knowledge whatever of Mr. Sharon's handwriting, or to have made an examination of the "Wife" letters and marriage agreement in comparison with the genuine writings of Mr. Sharon. In fact, he did not know of his own knowledge whether or not he had ever seen any of the genuine writings of Mr. Sharon. (p. 1021.)

It appears to me that the testimony of these three expert witnesses for the respondent is absolutely worthless. They are destitute of both skill and candor, and I doubt if either would believe his own testimony on the subject of handwriting.

Miss Hill's Story.

The testimony of Miss Hill as to the genuineness of the contract, if it can be corroborated at all, must be corroborated by evidence other than that of these experts.

Is there anything in the circumstances of the courtship and marriage, as related by Miss Hill, calculated to produce conviction of the truth of her statement ?

A woman of twenty-seven, after seven or eight years' experience in San Francisco hotels, and the changing luck of stock dealing, pursues a widower—a stock dealer and millionaire—to his office, and is there met with a proposition of concubinage. The first offer is a thousand dollars a month. The bid is promptly rejected by the lady; the rejection is instantly met by the millionaire with a counter proposition of marriage. A contract in writing is prepared—good between the parties, but to be kept dark from the world so as not to interfere with future operations in the same line of the respective parties. By her story it would seem that the habits of these stock sharps could no more tolerate publicity in a marriage contract than in a stock deal. Immediately thereafter, they separate or weeks and avoid communication with each other, undoubtedly for the purpose of blinding and misleading other opera-

tors in the matrimonial line. The first meeting, after this stock deal was agreed upon, was at the Baldwin Hotel. This locality was surrounded with dangers. The presence of the millionaire in a rival hotel was calculated to excite remark. The locality of the stock deal was thereupon transferred to the two hotels owned by the aged bridegroom. The female stock-dealer took up her headquarters at one of these hotels, the Grand, and the male partner at the other, the Palace. The advantage of this locality was that between the two hotels there was an elevated bridge across New Montgomery street, whereby each could visit the office of the other partner without undue publicity. It is interesting to learn from the testimony of Miss Hill the skill and art which she exercised in deluding the public as to the relations between herself and Mr. Sharon. Immediately upon the execution of the contract, she went to her lodgings at the Galindo Hotel, in Oakland, and there remained until the burning of that hotel, which occurred about the 9th of September, 1880. She then went to the Baldwin Hotel. Mr. Sharon left San Francisco at once and went to his home in Nevada. When he returned is not definitely known; for Miss Hill was particularly guarded—for the purpose undoubtedly of avoiding publicity—about inquiring of his whereabouts, or keeping the run of his movements. She was so particular about that matter that she did not even write or send word to him where she had gone after the burning of the Galindo Hotel. That we may do her no injustice, we will give her own explanation of her circumspection in this respect: "I knew when he came down, if he "wanted to see me, he would find me." (Page 1097.) "I do "not think it necessary for wives to run after their husbands."

She further testifies :

Q. When you left him, he knew you were going to the Galindo Hotel?

A. He knew where I was residing.

Q. And, in the meantime, the hotel was burned down?

A. Yes, sir.

Q. You did not take the trouble to notify him where you had gone?

A. No, sir. I thought if Mr. Sharon cared so much for me as he pretended to, he would find me. I am rather indifferent in that way. I am not in the habit of running after people.

What She Told her Friends.

The lady was very adroit in concealing her stock operations with Mr. Sharon. She readily explained the meetings of herself and her partner, by telling her lady friends, Mrs. Morgan, Mrs. Millett, Mrs. Bacon, and Mrs. Kenyon, that her interviews with Mr. Sharon were simply for the purpose of negotiating a matrimonial stock deal, and occasionally she could not help alluding to the advantages of Mr. Sharon's wealth in such a financial operation.

Ejected from the Hotel December, 1881.

These negotiations proceeded very pleasantly, with occasional bickerings as to minor details, until the 6th of December, 1881, when the senior partner of the concern ejected ignominiously the junior partner from her abode in his hotel. The loss of an opportunity for such a speculation deeply affected the lady, and she petitioned Mr. Sharon in the most piteous terms to allow her to remain and continue the negotiation, which he declined.

Discovered Contract and "Dear Wife" Letters September 1st, 1883.

About the first of September, 1883, the lady discovered that the matrimonial stock deal between herself and Mr. Sharon had, in fact, been consummated and reduced to writ-

ing on the 25th day of August, 1880, and was evidenced by the so-called "Marriage Agreement" and five "Dear Wife" letters, all written in the years 1880 and 1881, and that she really had those documents in her possession.

The Marriage Proclaimed by Neilson, September 8, 1883.

She thereupon, through her trusted friend and selected agent, William M. Neilson, proclaimed to the world that the matrimonial stock transaction between herself and William Sharon had long since been consummated, and that she was a full partner in the Palace Hotel and all the real and personal property in San Francisco and Nevada standing in the name of the senior partner of the firm of Sharon & Hill.

Sharon Arrested by Neilson, who Publishes a Fabricated "Dear Wife" Letter.

In the meantime, for the purpose of emphasizing the publication of this marriage, and to give it pith and point and to attract public attention, Mr. Neilson took the precaution to have Mr. Sharon arrested for adultery. He then published the so-called "Marriage Agreement," and one "Dear Wife" letter, which has not been produced, and which, according to Nellie Brackett, was ruined in tracing, but according to Miss Hill never existed. It was then proclaimed that there was a vast amount of documentary evidence establishing the marriage, since which time the so-called "Marriage Agreement" and five pretended "Dear Wife" letters have been produced.

All Written Evidence of Marriage in Miss Hill's Possession.

It so happened that the junior partner in this matrimonial enterprise had been very shrewd, and had taken many advantages of the old gentleman. Every scrap of paper relating to the marriage was in her possession. It is affirmed by his most intimate friends that this is the only time in the history of the great financier where he ever trusted a partner in any game to hold all the cards. It was lucky for the lady that she had these documents safe in her possession—otherwise she would have been as ignorant of the transaction as Mr. Sharon himself.

A Very Bad Memory.

Miss Hill has no distinct recollection of any matter connected with this courtship or marriage except what is shown by the documents. She was questioned at great length as to the time when the courtship commenced, but was unable either to fix the date or tell when the courtship began, as compared with other important events in her life. She stated that she commenced going to Mr. Sharon's office sometime in the forepart of the year 1880; she could not fix the day or the month.

The Dramatic Episode in an Attorney's Office.

Her attention was then called to a transaction which occurred on the 10th day of May, 1880, in the office of a prominent attorney in this city, at which time she took a dose of poison, and she was unable to say whether her courtship with Mr. Sharon commenced before or after that

transaction. The circumstance having been alluded to, she expressed a desire to explain it fully, when the following testimony was given by her :

Mr. Lloyd and I had been engaged for some years. I had found out that Mr. Lloyd wanted to marry me, and Mr. Lloyd, I had understood, didn't care anything about me. He cared for some other lady, and I had made up my mind that I would break off with Mr. Lloyd, so I sent back Mr. Lloyd's letters. I had no presents. I never have received presents from gentlemen ; but he sent up and I sent back his letters. I had given him a good many presents, and a great many things ; and Mr. Lloyd had attended to my business for years, and he wouldn't return my letters, nor he wouldn't return anything, and I had painted a pair of panel pictures for him. I understood that he had taken one of the pictures out of his office and taken it away, and I went down there, and saw that it had been taken away, and I said to Mr. Lloyd that I came for the companion of that painting. He said I couldn't have it, and I said I would have it ; and he said I couldn't have it, and I stepped up on to a little—there was a little wooden step in there, kind of a little strip of board, and it has one little foot on one side, and one on the other, but there is a projection over the foot, so if you would step on this projection without any weight there, it would tip up ; and I stepped up to take down the picture, and he said I couldn't take it, and shoved me with his elbow ; and in shoving me—he had taken his foot off this step, and the step fell over, and I fell down and struck my side against a table. I had just got up out of a sick bed at that time, and I fainted. When I came to, this colored man, Gaines, was in the room pouring water on my face. I had taken laudanum to stimulate me, and I thought if I would take a little laudanum that it would stimulate me so that I could leave the room, and I put the bottle up to my mouth to take the laudanum, and I fainted again, and the bottle stayed in my mouth until Gaines pulled it out, and I was taken down to Dr. Murphy's office and pumped out. That was the affair of my taking the laudanum in Mr. Lloyd's office. (pp. 1133-4.)

Phenomenally Bad Memory.

Many things may be easily forgotten, such as dates and unimportant circumstances. But the woman who could forget

when she was taking poison in the office of one man to whom she had been engaged for years, whether or not she was at that time being courted by another gentleman, has a capacity for forgetfulness that is phenomenal. This want of memory accounts for much of her strange conduct throughout the whole transaction. If she could have remembered at the time she was ejected from the hotel that she had this marriage contract and five letters addressed to her as "Dear Wife," she need not have knocked about from pillar to post, eking out an existence on the remainder of the money which had been doled out to her by Mr. Sharon, but armed with these documents she could and would have resisted expulsion, disgrace and poverty.

She Puts Up Her Margin.

The business caution of Miss Hill is apparent. She wanted it distinctly understood that she put up her cash margin preliminary to her matrimonial negotiations with Mr. Sharon. She deposited with him in bills the sum of \$7,500 previous to the execution of the so-called marriage contract. The day or month in which this deposit was made she is unable to tell, nor would a woman of her memory be expected to tell. All she knows about it is that she gave that exact amount to him in bills in his office. She tells a long and confused story about where she got this money and where it was kept, and something about a tin box in the Bank of California, but her whole testimony is so inconsistent and uncertain that no definite conclusion can be reached as to whether she gave him the money or not. She finally, however, refers to a definite matter. She says that she brought suit against Mr. Sharon for a balance of this \$7,500 margin that she put up with him previous to their marriage, and recovered a judgment thereon in the Superior Court presided over by Judge Finn, and that she recovered this judgment upon the testimony of Mr. Sharon alone. Mr. Sharon must have understood the transaction differently from

Miss Hill, for upon his testimony the Court found as to the consideration of her claim against Mr. Sharon as follows:

That on the 7th day of November, 1881, the defendant wrote, signed and delivered to the plaintiff the written instrument set out in the complaint. That said instrument was given by the defendant to the plaintiff in consideration of past illicit intercourse between them, and also in consideration of a promise then and there made by plaintiff to the defendant to make no further demand upon defendant, and not to further annoy him in any manner, and also in consideration of the following instrument in writing: "Received of William Sharon \$7,500 " in full of all claims and demands of every name, nature and " character.

“(Signed.)

S. A. HILL.”

A Forged Receipt Unexplained.

Miss Brackett stated that Miss Hill manufactured a receipt or declaration of Mr. Sharon that the \$7,500 which he obligated himself to pay her was money loaned by her to him (61-2), and that she (Miss Brackett) signed her name as a witness to the paper, but when called upon to swear to the genuineness of the document she refused to do it, when Miss Hill got angry with her and threw her down. In regard to the matter, Miss Hill gave the following testimony :

Q. Did Mr. Sharon give you any receipt for the \$7,500.

A. No, sir. I didn't ask it.

Q. Did he ever sign any paper admitting it ?

A. Yes, sir, he did.

Q. Where is the paper, have you got it ?

A. I have not got it.

Q. What has become of it ?

A. I decline to answer, under instructions of my counsel.

(p. 1156.)

I differ from the learned counsel who instructed her that the question was immaterial and that she was not required to answer it, for if she could have satisfactorily accounted for the

paper or produced it and shown it to be genuine, it would have been a complete answer to the statement of Miss Brackett.

Financial Dealings no Evidence of Marriage.

What this financial transaction has to do with the matrimonial contract is difficult to see. It is possible, on the principle that all things are possible, that Miss Hill let Mr. Sharon have \$7,500 which he retained from her for years and finally gave to Miss Hill obligations to pay the same, and that Miss Hill afterwards sued him and recovered a judgment for a balance of that sum remaining due. But if such transaction did occur, it was more likely to have taken place between Mr. Sharon and Miss Hill than between Mr. Sharon and his wife. If, on the contrary, the transaction as related by Mr. Sharon and as found by the Superior Court was the real transaction, and the consideration for which the judgment was rendered was not money loaned, but was money due for past illicit intercourse, such intercourse must have been with Miss Hill. It could not have taken place with Mrs. Sharon.

Real Transaction in Belcher Stock.

Miss Hill's recollection is that the \$7,500 was to be used in the purchase of Belcher stock. There was, it is true, a real transaction in Belcher stock between Miss Hill and Mr. Sharon. This transaction has probably confused her memory, and she may have confounded it with the \$7,500. The Belcher stock speculation is evidenced by writing, and is in the words and figures following, to-wit:

100 shares of Belcher held for Miss Hill at \$2 a share, to be paid for on delivery of stock.

(Signed)

W. SHARON.

December 5th, 1880.

If I were at liberty in this discussion to descend to notice slight inaccuracies and inconsistencies, I would suggest that it was rather exacting on the part of Mr. Sharon to require payment before he delivered \$200 worth of stock to Miss Hill when he already had on deposit \$7,500 with which to buy that particular stock.

Where She Spent Her Nights.

The extent of the manipulation in matrimonial stock of the firm of Sharon & Hill, while they had their headquarters at the two hotels, is not fully known. Miss Hill, when asked if she was in the habit of spending her nights in Mr. Sharon's room, said "Yes, sir, most all of them, when he was in the city; had keys and went in and out of his room during the day and during the evening; went right down and used his carriage whenever I pleased to use it. If Charley Carr told the truth, he couldn't help saying that he came to me whenever I wanted him. He drives Mr. Sharon's mistress now, I believe." When asked if the servants knew she stopped in Mr. Sharon's room, she said: "They couldn't have helped it. They didn't tell me they knew it, but they couldn't have helped knowing it." (p. 1,166.)

Conversations with Miss Orr, and Bureau Scene No. 1.

On the other hand, Miss Orr, a sewing woman, who had rooms near Miss Hill in the Grand Hotel, and was her intimate friend and constant companion, never suspected that Miss Hill went to Mr. Sharon's room to see him at unusual hours. Mrs. Kenyon was employed by and lived with Miss Hill as her companion during the fall of 1881. She also says that she never suspected any other relations between Mr. Sharon and Miss Hill than that of friendship. It is true that

Miss Hill had one conversation with Sarah Orr that was a little remarkable, and might have suggested to Miss Orr that Miss Hill had a greater curiosity than is ordinary or usual on the part of young ladies with regard to ancient millionaires. In that relation Miss Hill gave the following testimony :

Q. Did you say to Sarah Orr, now Mrs. Millett, in her rooms in the Grand Hotel, at night, after she had gone to bed, in the fall of 1881, that you had been to Mr. Sharon's room, concealed behind a bureau, and had seen him go to bed with a woman, and both undress ?

A. I might have told her. I don't know just where I told her.

Q. You don't recollect whether you told her that or not ?

A. I might have told her that. I don't remember whether I did or not. I may have. If I did, I told her for the purpose of her telling Mr. Sharon. I knew she would tell him. Mr. Sharon and she were very thick and intimate together that way, and I thought if I would tell her she would tell Mr. Sharon, and I wanted her to tell him.

Q. Was it true ?

A. It was true, sir.

Q. On that occasion did you say to Sarah Orr that Mr. Sharon said "Look out, there was a tiger around ?"

A. Mr. Sharon didn't say a "tiger." Mr. Sharon did say "Look out, there is a tigress around." Whether I said it to Sarah Orr or not, I don't remember, but Mr. Sharon did say that.

Q. Did you express yourself on that occasion as delighted and amused at the affair, and did you laugh and express your merriment ?

A. I didn't say anything about being delighted and amused at the affair. I did laugh about it, if I said it to her. I laughed about it and told it to a good many people. It was a very amusing affair to me. (pp. 1259-60.)

Some weeks after, when Miss Hill signed her testimony, she made an addition to the last answer as follows :

" Though I was angry, too. I knew Sarah would tell Mr. Sharon, and I thought he would be more affected by ridicule than anger. He did not like to appear ridiculous or to be thought ridiculous."

Miss Orr's Recollection of the Bureau Scene.

Sarah Orr recollects very well that Miss Hill did tell her of this scene, and gave her all the details of her watching behind the bureau and seeing Mr. Sharon go to bed with another woman. She says both herself and Miss Hill had a good laugh and were very much amused (1252).

Sharon Saved by Miss Hill's Forgetfulness.

If Miss Hill could have, by any possibility, called to her recollection the fact that at that time she had a marriage contract and the five "Dear Wife" letters, her anger would not have been smothered in her amusement. But she would be very likely to have given her ancient companion a new "stock deal" in the shape of a sharp corner in matrimonial felicity. Miss Orr said to Miss Hill that she would not like to have been in her place when she was behind the bureau. What gentleman in San Francisco, knowing Miss Hill, would have envied Mr. Sharon's illicit pleasures during the bureau scene, if by accident it had flashed across the mind of that lady at that particular time that she was his wife?

Miss Hill Tells her Friends of Engagements made and broken.

Miss Orr also testifies that Miss Hill told her that Mr. Sharon offered to marry her privately shortly before he went to Washington in January, 1881, and that often thereafter Miss Hill referred to the matter and expressed deep regret that she did not embrace the opportunity.

Mrs. James Morgan testifies that Miss Hill had informed her in the fall of 1880 that she was engaged to Mr. Sharon,

and that during a conversation between herself, Miss Hill and Mrs. Hardenberg, in Oakland, at the lunch table, in August, 1881, Miss Hill said that her marriage engagement with Mr. Sharon was broken off.

The Old Love Returns.

Mrs. Harriett Kenyon, a venerable lady of 62, who lived with Miss Hill in her rooms at the Grand Hotel in the fall of 1881, gave us much information about the proceedings of that lady during that period. According to Mrs. Kenyon's story, Mr. Lloyd was the object of Miss Hill's affections at that time. Miss Hill frequented his office on Sundays and other days out of business hours, and spoke of him in the most endearing terms, declaring that she loved him more than anyone else, and would marry him if she had an opportunity.

Three Nights Out, Watching Sharon's Women and Settling Business Matters with him.

As to Mr. Sharon, she only pretended to have business relations with him. It is true that during the time Mrs. Kenyon was living with her she was out three nights. On her return the morning after the first night she said she had been secreted in Mr. Sharon's room, and that neither Mr. Sharon nor any other person knew she was there, and that her object was to see what woman visited his rooms. The morning after the second night she told the same story. The last night, however, she said she had been engaged with Mr. Sharon making a business settlement. That she had placed in his hands \$90,000 in money, and that he had made \$30,000 in stocks for her, and that she had spent the whole night in discussing their business affairs.

She also talked very freely with Mrs. Bacon with regard to her matrimonial prospects during the winter of 1880-1, in

which she repeatedly told Mrs. Bacon that she preferred to marry Mr. Lloyd to any other gentleman, and also told her that Dr. Bradford was one of her beaux.

Human Credulity Exhausted.

It is hard to reconcile all these conflicting stories, and perhaps it is unnecessary to do so.

If Miss Hill's present story does not render it impossible to believe that she was Mr. Sharon's wife, witnesses to contradict her must be unavailing.

We believe or disbelieve, as we have been taught by human experience. If Miss Hill were a wife, human nature has been changed—a miracle has been wrought.

New Matrimonial Projects with Mr. Lloyd, aided by Oblivion of the Past.

If it were really true, as testified to by Mrs. Kenyon and Mrs. Bacon, that Miss Hill had matrimonial projects with regard to Mr. Lloyd in the fall of 1881, it is just possible that she was not in a position to resent her rejection from the Grand Hotel. A public scandal at that particular time would probably have interfered with a renewal of matrimonial stock operations with Mr. Lloyd. How fortunate for her peace of mind at that particular time, when she was again contemplating matrimony with Mr. Lloyd, whom she most dearly loved, that at no time did the recollection flash upon her mind that she was the possessor of the precious documents that now, according to her story, entitle her to share in all the wealth of that ancient millionaire, who at one time thought she was not good enough to occupy rooms in his hotel.

Miss Hill's Ejection from the Grand Hotel.

The circumstances under which Miss Hill left the Grand Hotel are evidenced by so much of her own writing, that they are removed to some extent from the range of speculation. It is fortunate that there are a few things for which we are not indebted to Miss Hill's treacherous memory for our information. On the 19th of November, 1881, she was notified by Mr. Thorn to vacate her rooms. Having failed to do so, on the 5th of December the employees of the hotel commenced to take up her carpets; but, on receiving a promise from her to vacate the next day, she was allowed to remain over night. On the following day, near evening, she was found in her room, and was informed by one of the employees of the hotel that if she did not vacate, all of the carpets would be taken up, whereupon, at 6:30 P. M., she left.

Her Letters to her Oppressor, whom She did not then know was her Husband.

Between the 19th of November and the 6th of December, the period between the notice and the eviction, she made what, under ordinary circumstances, would be called a desperate effort to remain in her rooms as a stipendiary upon the man who desired to get rid of her. She wrote three most significant letters. The first is as follows:

MR. SHARON: I received a letter from Mr. Thorn in regard to my room. Of course, I understand it is written by your orders, for no human being can say aught of me except with regard to yourself. Now, Mr. Sharon, you are wronging me—so help my God, you are wronging me. I am no more guilty of what you are accusing me than some one who never saw you; and would you, who wished me to come to this house, whom I have been up with nights and waited on and cared for, and would have done anything to have helped you, be the one to wrong and injure me—a man whom the people

have placed enough confidence in his honor to put him in the United States Senate—to stoop to injure a girl, and one whom he has professed to love?

She Begg for Mercy when a Wife would have Demanded Justice.

It is curious to observe this robust woman fighting Mr. Sharon with tears and supplications when she had in her possession a weapon, the mere mention of which must have aroused him to consciousness. She says she was his wife, and had the proof of it in her possession, when she was imploring him to allow her to remain in the hotel, because he had invited her there. Can the fact that she at that time failed to recollect her marriage contract and “Dear Wife” letters be accounted for? If she were a wife, why did she protest her innocence when the matters of which he accused her were paltry? She was accused of going to Mr. Lloyd and giving away Mr. Sharon’s business, and of taking important Belcher papers. As to the Belcher papers, she said she did not know that they were in her possession at that time. That about two months after they separated she found them in her trunk. She then had an opportunity to return them to Mr. Sharon, and if she obtained them accidentally or innocently, to restore herself to his confidence. But she did nothing of the kind; she gave them to Mr. Neilson, and he gave them to Judge Tyler. Part of them have been returned to her, which she declined to produce on this trial. If she had been as anxious to restore herself to Mr. Sharon’s confidence as she now pretends, and if the Belcher papers had been one of the causes of their separation, and if she had been his wife, does anybody doubt that she would have restored them to him? If she had been Mr. Sharon’s wife, is it possible that she would have withheld the papers from him and given them to such a man as Neilson? What wife would have endured all the disgrace and sufferings which she claims to have endured by reason of such a quarrel, with the means of justification in her possession, without having used such means?

**Miss Hill Beards the Lion in His Den—Sharon and Ki
run Yelling down the Hall and take Refuge
in the Office of the Hotel.**

After the receipt of the notice to leave the Grand Hotel, and after having written the first letter (Exhibit 7), which we have already seen, Miss Hill made a visit to Mr. Sharon's room. Few scenes in the San Francisco Stock Board, when speculation is at its height, are more exciting than the occurrences on the occasion of that visit, as described by Miss Hill. Her description is so graphic that I will refrain from marring it by reducing it to other language.

After she had learned that Mr. Sharon intended to put her out of the hotel, and that Mr. Thorn was acting under his orders, she says :

I went then over to Mr. Sharon's room, to see him. Ki said Sharon was out of the city—was at Belmont; and I said, "Ki, don't you tell me a story. Mr. Sharon is in that room." So I took my key and put it in the door, and I found that the door was locked on the inside, so that you couldn't unlock it on the outside. The key was in the lock. And then Ki said to me, "Well, now, you go away, and I will go in and I will tell Mr. Sharon. I will tell him you are here. See what you can do." I said, "You tell Mr. Sharon those doors have got to be put on that room, or he knows what I will do." So Ki went in and Mr. Sharon told Ki to go over and see Mr. Thorn, and tell Mr. Thorn that he had better fix the key to the bedroom, better find a key to the bedroom door; and when Ki went away I walked into the hall, into Mr. Sharon's hall, and knocked at his parlor door, and I begged him to see me and to talk with me, that that was no way to treat me, that I was his wife, and he knew I was his wife, that I had never given him any trouble; and when it came to this I thought the best thing to do was to see me and talk it over—see what could be done, and Mr. Sharon rang his bell and called a boy—rang a bell and that called a boy. So I stepped, when I heard a man coming down the hall, you can hear the bells ring, around; they ring very loud in the hall; and he spoke through the door, and said something about calling a boy if I didn't go

away from there. He had all the doors locked from his dining room into his parlor, and the folding door, and the dining room was locked ; so I stepped into the back bedroom and shut myself into a closet that was in there ; and finally the boy came, and Mr. Sharon sent him to look and see if there was anybody in there. The boy came in and looked all around, and it was dark, and he didn't find anybody. In a little while Ki came in and went in and had a talk with Mr. Sharon. Then Ki came into the room and struck a match and opened those doors, and I had a bottle in my hand, with medicine or something in it, and I did this way to Ki, "Sh-h-h," and with that Ki flew up his hands and commenced yelling just as though he was being killed, and Mr. Sharon jumped out of his room, and he had on some kind of an old wrapper, old slippers, and both Ki and Mr. Sharon went down the hall as hard as they could, together, just a-yelling. Then Ki would holler. I got to laughing so I didn't know what to do, and I walked right around towards the elevator, and they had just skipped clear down towards the office, so I went away.

* * * * *

Q. Mr. Sharon ran down towards the elevator from his room ?

A. Yes, from his room, around towards the elevator, he and Ki. Ki after him, as hard as they could go.

Q. What were they afraid of ?

A. Well, I suppose Mr. Sharon knew what he ought to be afraid of. He knew he deserved killing. (pp. 1247-1249.)

Her Nature is Changed in the Twinkling of an Eye.

After the enactment of this scene the nature of Miss Hill was changed in the twinkling of an eye, and she immediately wrote the following letter :

MY DEAR MR. SHARON : I cannot see how you can have any one treat me so. I who have always been so good and kind to you. The carpet is all taken up in my hall. The door is taken off and away, and it does seem to me terrible that it is you who would have it done. I met Mr. Thorn in the hall as I started to come over to see you, and asked him if you had ordered such a thing done, and he said that I must move out ; that it was your wish. I told him

that I had written you a note, when I received his, and told you if you wished me to go to send me word, for it was not convenient to get the place I wanted until some time in this month. He said that you had told him to see that I went, so I said no more but came over to see you. Oh, Senator, dear Senator, don't treat me so. Whilst everyone else is so happy for Christmas, don't try to make mine miserable. Remember this time last year; you have always been so good; don't act so. Now let me see you and talk to you; let me come in after Ki has gone, if you wish, and be to me the same Senator again. Don't be cross to me; please don't. Or may I see you, if only for a few minutes? Be reasonable with me, and don't be unjust. You know you are all I have in the world, and a year ago you asked me to come to the Grand. Don't do things now that will make talk. You know you can find no fault with me. May I see you for a few minutes, and let us talk reasonably about this. I know you will. I know it is not in your nature to be so hard to one that has been so much to you, and don't be unjust. Say I may see you.

The Visit and the Letter Contrasted.

We are asked to believe her account of her visit to Mr. Sharon, and also to believe she wrote the foregoing letter. If Miss Hill's appreciation of consistency was not as defective as her memory, she would see that her description of her visit to Mr. Sharon's room, when he ran yelling down the hall, sounds a little discordant when compared with the language of her letter—"Oh Senator, dear Senator, don't treat me so. Whilst everyone else is happy for Christmas, don't try to make mine miserable." She does, however, in her letter, allude to her recent visit, and says "he (Mr. Thorn) said that you (Sharon) had told him to see that I went, so I said no more but came over to see you." But she did not apologize for her conduct. She had undoubtedly forgotten at the time she wrote the letter that she had frightened Mr. Sharon and Ki so that they fled from her wrath, or she certainly would have apologized for her rudeness. But, by defect of memory, she wrote the letter without the apology, and missed the golden

opportunity of asking Mr. Sharon's forgiveness and assuring him that it was not a pistol at which he was frightened but only a medicine bottle.

Her Last Appeal.

Receiving no reply from Mr. Sharon, and the order to leave the hotel remaining unchanged, she wrote another letter more significant if possible than either of the former letters. It is as follows :

MY DEAR MR. SHARON :—I have written you two letters and received no reply—excepting to hear that they have been read and commented upon by others than yourself. I also hear you said you were told that I said I could and would give you trouble. Be too much of a man to listen to such talk, or allow it to give you one moment's thought. I have never said such a thing, or have I had such a thought. If no woman ever makes you any trouble until I do, you will go down to your grave without the slightest care. No, Mr. Sharon, you have been kind to me. I have said I hoped my God may forsake me when I ceased to show my gratitude, and I repeat it. I would not harm one hair of your dear old head, or have you turn one restless night upon your pillow, through any act of mine. If you are laboring under a mistake, and not bringing the accusation for the purpose of quarreling with me, the time will come when you will find out how you have wronged me, and I believe you too much of a man at heart not to send for me, and acknowledge it to me. But in your anger, you are going to the extreme. I have no way of proving to you my innocence, but God knows I am innocent, as much so as your own daughter who is now in England. But when I say you are going to the extreme, I mean by calling Thorn, or any of your relatives, or outsiders, and letting them know of your anger. It simply gives them an opportunity of saying ill-natured things of me, which are unnecessary. Mr. Sharon, I have never wronged you by word or act, and were I to stay in this house for a thousand years, I should never go near your door again until you felt willing to say to me you knew you had spoken unjustly to me. You once said to me there was no woman that could look you in the face and say, "William Sharon, you have wronged me." If that be the case, don't let me be the first to utter the cry. I had hoped to always

have your friendship and best will throughout life, and always have your good advice to guide me, and this unexpected outburst and uncalled-for action was undeserved. If you would only look at how absurd and ridiculous the whole thing is, you surely would act with more reason. Why should I do such a thing? And what was I to gain by doing so? Pray give me credit for some little sense. I valued your friendship more than all the world. Have I not given up everything and everybody for it? One million of dollars would not have tempted me to have risked its loss. I feel humiliated to death that Thorn or anyone could have it to say that I was ordered out of the house. I have a world of pride, and I ask you to at least show me the respect to let Thorn have nothing more to say or do in the affair. I have always been kind to you, and tried to do whatever I could to please you, and I hope at least, in your unjust anger, you will let us apparently part friends; and don't do or say anything that could create or make any gossip. Think how you would like one of your daughters treated so. If you have any orders to give, or wish to make known, make them known in any other way than through your relatives or through Thorn. Don't fight me. I have no desire or wish to in any way be unkind to you. I have said nothing to anyone about the letter I have received, nor do I wish even to speak to Thorn on the subject. You have placed me in a strange position, Senator, and all the pride in me rebels against speaking upon the subject. I have been looking at some very nice places, but I cannot get them until some time during the coming month, so if you still desire me to go away, make it known to me and I will obey you.

As ever,

A.

Munchausen and Titus Oates Outdone.

It is disagreeable to question a lady's word, and I prefer not to perform that unpleasant duty. I rather attribute it to what may be the real cause—her want of memory. Although when she requires us to believe that at the time of the penning of the foregoing epistle she had the marriage contract and the five "Dear Wife" letters in her possession, she imposes upon us a very difficult task—more difficult for me, I confess, than it would be to give credit to the stories of Baron Munchausen or to believe the testimony of Titus Oates.

Mark the contrast in a few of the expressions, when she was freeing her mind on the occasion of her visit to Mr. Sharon's room, with some of the expressions in her letter written immediately thereafter. In her interview she says to Ki, "Tell Mr. Sharon those doors have got to be put on that room, or 'he knows what I will do.'" In her letter she says: "I also hear you state you were told I said I could and would give you trouble. Be too much of a man to listen to such talk, or to allow it to give you a moment's thought. I have never said such a thing, nor have I had such a thought." In her visit she says, "I begged him to see me and talk to me; that that was no way to treat me; that I was his wife and he knew I was his wife." In her letter she says, "If no woman makes you any trouble until I do, you will go down to your grave without the slightest care. No, Mr. Sharon, you have been kind to me. I have said I hoped my God would forsake me when I ceased to show my gratitude." If she had used the language which she now claims that she did in the interview with Mr. Sharon, what did she mean in her letter in speaking of his kindness to her and her gratitude to him? Is it possible that the person who thus speaks is a woman—a wife—and that Mr. Sharon knew she was his wife? Is it possible that any woman could be grateful to any man for the treatment Miss Hill had received from Mr. Sharon as his wife—if she was his wife? What kindness had he shown her, if they were really and truly married? Had he not before the ink on the paper which she swears he signed on the 25th day of August, 1880, was dry, left her to seek lodgings in Oakland while he repaired to his home in Nevada? Was it kind in him, if he loved and honored her as his wife, to refuse her his name and public recognition? Was it kind in him to neglect her from the first, and to write her cold and mercenary letters, to require her to live separate from him in the rooms of a hotel upon a stipend of \$500 a month? Can it be that Miss Hill's memory was really so bad that she had forgotten all these indignities, and that her heart was really overflowing with gratitude on account of the

hard cash that she had wrung from his coffers? Can it be that his intimacy with other women had inspired her with gratitude? Had she forgotten in a few short weeks the scene which she witnessed with her own eyes in the bed-chamber of her husband? There is no recrimination in her letters; she accuses him of no wrong. She displays no consciousness of having been wronged and outraged in a manner that no true wife can ever forget, although she may try to persuade herself she has forgiven.

An allowance of \$500 a month, if she were his wife, would not have been considered by her a kindness when he was driving her from his hotel. But she might have occupied such relations with him as to make that amount most acceptable. If she were poor and needed money, a monthly contribution of that amount would keep her in comfortable circumstances. Five hundred dollars a month for tolerating occasional visits from an old millionaire of 60, might by some women be regarded as a liberal compensation. But the wife of Wm. Sharon would hardly overflow with gratitude for such a stipend at the time when she was spurned and rejected by him. If she had not forgotten that she had the marriage contract and the "Dear Wife" letters, she would hardly have appealed to him to "let us apparently part friends." But she would have denounced him for refusing to publish their marriage; she would have execrated him for having violated her marital rights; she would have dared him to turn her out; she would not have been a penitent, pleading her cause; but she would have been a defiant and successful accuser. These letters may have been written by a cast-off mistress, but their language could not have been conceived by a wife.

Mammie Pleasant as a Magician and Tamer of Wild Animals.

If the advice of Mammie Pleasant could inspire the wife of Wm. Sharon with the sentiments expressed in these letters, a

real magician has come on earth! If advice at such a time could, under any circumstances, induce silence, it could not change the nature of woman. When an outraged wife pleads with her husband for justice, she must do it in her own language. The outpourings of her heart and conscience, if they flow at all, must on such an occasion flow in their natural channel. Every line and sentence of these letters glows with the most intense feeling, anxiety and desire. The difficulty is they do not express the feelings of a wife, but they do express the feelings of a woman seeking to retain her monthly stipend and her rooms in a hotel.

Miss Hill's description of the woman to whom she attributes supernatural power must be given in her own language. She says: "Mammie Pleasant was old and had the experience, "and she had the experience of lots of girls and women; "had the experience of the world, and being a servant, "and being a wife, and being the head of families, I "took her advice, and wrote just about what she would "dictate. * * * And I guess I would have been fool "enough to have given it (the contract) up if Mammie hadn't "taken control of me and wouldn't let me give it up. Any- "thing rather than have him disgrace me. I was much of a "baby." (pp. 1107 and 1110.)

The lady, who after having made many successful stock deals, and has succeeded in securing from a millionaire a contract to share with him his fortunes, was much of a baby! It appears from her own testimony that she was quite too much of a baby for Mr. Sharon and Ki when she called and presented her parting compliments at Mr. Sharon's rooms.

But the most incomprehensible part of her story is the transcendent power that the colored woman, Mammie Pleasant, had over her. If Mammie really possessed the power attributed to her by Miss Hill, and by her influence did soothe and tame the wild excitement of that lady, and cause her to sacrifice her honor to appease Mr. Sharon, Mammie has missed her vocation. She could easily have supplied the place of the lamented Van Amburgh, where she would have opportunities

to tame other tigresses besides the one that witnessed the pleasures of Mr. Sharon at the time of the bureau scene.

“ Us Girls ” Letter.

Under ordinary circumstances, we should have supposed that the letters which Miss Hill wrote to Mr. Sharon when she was driven from the Grand Hotel would have been her last, and that the correspondence would have then ceased. Such, however, is not the fact. About a year later Miss Hill addresses another letter to Mr. Sharon, indicating plainly that she is desirous of joining him in new enterprises. She is still oblivious of the fact that she is a wife, although she has written evidence to establish her claim to his name and his estate in her possession. This extraordinary epistle reads as follows :

MY DEAR SENATOR—Won't you please try and find out what Springs those were you were trying to think of to-day, that you said Mr. Main went to, and let me know to-morrow when I see you? And don't I wish you would make up your mind, and go down to them with Nellie and I, wherever they be, on Friday or Saturday? We all could have such nice times out hunting and walking or driving, these lovely days in the country. The *jaunt* or little recreation would do you worlds of good, and us girls would take the best care of you *and mind you in everything*. I wish we were with you this evening or you were out here. I am crazy to see Nell try and swallow an egg in champagne. I haven't told her of the feat I accomplished in that line, but I am just waiting in hope of some day seeing her go through the performance. As I told you to-day, I am out at Nellie's mother's for a few days, 824 Ellis Street. What a lovely evening this is; and how I wish you would surprise us two little lone birds by coming out and taking us for a moonlight drive. But gracious me! It's too nice to think of, but I really wish you would. 'Twould do you good to get out of that stupid old hotel for a little while, and we'd do our best to make you forget all your business cares and go home feeling happy.

A.

The Deserted Wife Changes to a Wheedling Coquette.

She is transformed in this letter from a deserted wife to a jolly, rollicking, laughing girl, inviting a rich old widower to take a pleasure trip with herself and Nellie. How lovely in a deserted wife to ask her husband to come to her in such language and offer him another attraction besides herself to induce him to accept her invitation! Was ever a deserted wife so generous to her husband and to her lady friend? No atonement had been made for the indignities that he had heaped upon her. The term of secrecy mentioned in the contract had expired; not only was that fact forgotten, but the contract itself was ignored, and, for the time at least, must have been wholly eradicated from the memory of all parties concerned. How beautiful in Miss Hill to smother her "world of pride" as a wife, and become one of "us girls," and lovingly propose in connection with another girl to "take the best care" of her husband, and "mind him in everything!" Mark the facility with which this wife descends from her proud estate and becomes one of "two little lone birds."

Nellie Brackett's Letter, and Bureau Scene No. 2.

In order to appreciate the letter which Nellie Brackett wrote, it is necessary to understand something of the circumstances under which the letter was written. It must be borne in mind that Miss Hill testified that Nellie Brackett was one of the persons to whom she communicated the secret of her marriage to Mr. Sharon. (p. 1122.) And that afterwards, sometime during the summer of 1882, Miss Hill became very desirous of thoroughly satisfying Miss Brackett that she was really the wife of Senator Sharon. To accomplish this purpose and impress this important fact upon the mind of the young lady, Miss Hill secreted her in Mr. Sharon's bedroom

behind the bureau, after which Mr. Sharon and Miss Hill went to bed together. The particulars of this transaction, although extremely interesting, are too lengthy to be fully stated in this connection. The reading is interesting, and may be found in the record as given by Miss Hill on pages 1208 to 1210, both inclusive. The following testimony, however, is sufficiently important to be quoted in this place. Miss Hill was asked :

Q. What did you want her [Miss Brackett] to hear ?

A. I told her I wanted her to hear Mr. Sharon talk. I knew how he would talk to me.

Q. What did you want her to hear ?

A. I wanted her to hear, and she did hear. It is like if you would go and hide anybody in that room. You would want them to hear me now give my testimony and they would hear it.

Q. For what purpose did you want her to hear what he said ?

A. Well, I wanted to prove to her that I was married to Mr. Sharon.

Q. You didn't want it for the purpose of proving it to anybody else ?

A. I wanted her to tell Mammie Pleasant what she had heard and how he had talked to me.

Q. And she heard the whole conversation between you ?

A. Yes, she heard everything that was said.

Miss Hill informs us that after this occurrence she and Miss Brackett made frequent visits to Mr. Sharon's rooms. On one occasion he refused to see them, and they were treated most shamefully and insulted by the servants of his hotel. (pp. 1235-1240.) Miss Brackett resented this outrage upon her feelings, which were evidently overpowering her, in the following letter :

OLD SHARON : When I first met you I felt quite honored to think I had on my list of acquaintances a United States Senator, but to-day I feel it a double disgrace to know you. If you are a specimen of the men that are honored by the title of rulers of our country, then I must say that I pity America, for a bigger coward or upstart of a gentleman never existed, in my opinion, since last Thursday night. I was present with the lady who called on you, and to think of what a coward you must be, your own conscience would not allow

you to see her and politely excuse yourself, but you must send one of your Irish hirelings to do your dirty work. I hope God will punish you with the deepest kind of sorrow and make your old heart ache and your old head bend. I am not one to wish evil to people generally, but with all my heart I wish it to you. You did her a mean, dirty trick, and tried in every way to disgrace her, a motherless, fatherless girl, because you knew she leaned on you and was alone in the world. And a few weeks after God took from you your much loved daughter. Be careful, that after this disgraceful outrage of Thursday night upon her, God does not again bring you to grief, or some great misfortune. I hope he will. I hope he will. Instead of trying to hold her up in the world, you have tried every way in the world you can to disgrace her. I should think you would be so ashamed of yourself that you couldn't do enough to atone for the wrong you have done her. I love her, and I just hate you. It is well I am not her, or I would advertise you from one end of the world to the other. But she feels herself so much of a lady, that she too tamely submits to your insults. Why, you are not good enough for me to wipe my shoes on, much less her. If you knew how insignificant you looked to-day, although I, a poor girl, and you could ride in your carriage. I feel really so much above you that I ask Mr. Dobinson to take my message rather than come in contact with yourself.

The message of insult which you returned to me by Mr. Dobinson was so farcical that I had to laugh in Mr. Dobinson's face, and ask, "Don't you think that man crazy?" I am a poor girl, but I feel myself so much better than you—you horrible, horrible man.

MISS BRACKETT.

Nellie's Marvellous Escape.

The frankness, freedom, pluck, spirit and indignation expressed in this letter are quite refreshing. How she rakes him fore and aft for his disgraceful treatment of her friend, a poor "motherless, fatherless girl"! Did Nellie Brackett know that her friend was Mr. Sharon's wife? She certainly had been subjected to an experience no other young lady ever had for the purpose of impressing that important fact

upon her memory. She could not have forgotten the conversation which she heard between Miss Hill and Mr. Sharon while she was a prisoner behind the bureau. She could not have heard him call her wife, or she would have accused him in her letter of having outraged his wife. What would have happened to this irrepressible young lady if she had known they were married and had attempted to keep it secret? She must have perished either by an explosion or by spontaneous combustion.

Failure of the Attempt to show Contract in existence in October, 1880.

There was an attempt to show that the so-called marriage contract was read to a colored woman by the name of Martha Wilson on the 15th of October, 1880. If this fact had been established it would have been immaterial. There is no reason why a forgery of the marriage agreement might not have been committed in 1880 as well as in 1883; but an investigation of the case shows that no one ever saw the so-called marriage contract until 1883. It is true Miss Hill and Vesta Snow swore that it was read to Martha Wilson on the 15th of October, 1880. They fix that date by an order for furniture given by Mr. Sharon to Miss Hill on the day previous, the 14th. It was in connection with the furniture that the alleged document was read to Martha Wilson. The object of reading it to her was to induce her to go with Miss Hill to get the furniture. Miss Hill and Mrs. Snow both fix the date by another circumstance. They say that at the time the document was read to Mrs. Wilson she was keeping a restaurant. Mrs. Snow says that she went from the restaurant to Mrs. Wilson's house, and there read the contract to her. Miss Hill states that she was frequently at the restaurant before the 15th of October, 1880, but on investigation it turns out that the restaurant was not established until some time in November. This fact is proved by Mr. Hawthorne, who rented the building in which

the restaurant was kept, and who exhibited the lease for the same ; by Mr. Iredale, who sold Martha Wilson a stove on the 3d of November, 1880, and delivered it about a week thereafter, as shown by his book ; by Mr. Wolf, a carpenter, who altered the rooms to make them suitable for a restaurant, and furnished the fixtures, as shown by the entry in his book, dated on the 8th of November ; and by Melissa Turner, who was boarding at Mrs. Wilson's, and knows the fact that the restaurant was not established until November, 1880.

By a careful perusal of the evidence it is thoroughly established that the restaurant was not started until November, and consequently Miss Hill and Vesta Snow were at fault in their recollections when they testified that they read the marriage contract to Martha Wilson while she was keeping the restaurant.

In addition to this, Mrs. Wilson testified in the Superior Court, in the first instance, that the paper was read to her ; afterwards she went upon the stand and confessed that what she stated was false. She was indicted twice—first, for testifying that the paper was read to her, and, second, for her confession. She was tried on the last charge, for saying that the paper was not read to her ; and both Miss Hill and Vesta Snow testified against her, but she was acquitted. The record in both cases is in evidence.

Mammie Pleasant thought that she had seen the contract and the "Dear Wife" letters in 1881, and said that at that time she had taken the advice of Judge Tyler as to the validity of the contract ; but on cross-examination she was unable to describe the contract or letters. In fact, she said that all the "Dear Wife" letters were signed by the full name of Mr. Sharon. When the "Dear Wife" letters bearing only his initials were presented to her, she said they were not the letters which she saw in 1881. It is manifest from her testimony that she has no recollection of seeing these papers in 1881, and it is doubtful if she saw any other papers at that time. (809 to 830.) No other witness pretended that they had seen any of these papers until 1883. The sudden appearance of such

formidable documents as the marriage agreement and the 'Dear Wife' letters about the time that William M. Neilson came into the case needs further explanation. How Miss Hill's memory was refreshed, so that she became conscious of the existence of these papers at that particular time, may always remain a mystery.

Sharon's Convivial Letters to His Girl.

It is a curious fact that Mr. Sharon never wrote a letter to Miss Hill after he drove her out of the hotel, although she wooed him most tenderly in her "us girls" letter, which we have already seen. We have also seen that the "Dear Wife" letters are not such letters as husbands are in the habit of writing to their wives. The only thing in any one of them which has any appearance of marital relations is the use of the word "Wife" in the address, which we have already shown is a forgery. All his other letters to her are equally destitute of any expression of the ordinary sentiments which a husband bears to his wife. For example, on Christmas Eve, in the year 1880, he wrote her the following note (Plaintiff's Exhibit 32):

MY DEAR ALLIE:

Come over and join me in a nice bottle of champagne. Let us be gay before Christmas.

W. S.

If you do not come over and take part in the bottle I may hurt myself.

This letter would appear to have been written by a gentleman who wanted a gay time before Christmas, and wished a jolly lady friend to join him in a bottle of wine.

In the spring of 1881 he invited her on two occasions to dine with him. The first invitation was as follows (Plaintiff's Exhibit 33):

PALACE HOTEL, San Francisco,

188

My DEAR A. :

Come and take dinner. Answer.

The second of these notes inviting her to dinner is as follows (Plaintiff's Exhibit 34) :

MISS H. :

Have ordered a nice dinner, and have a sample bottle of wine. Want you to try it.

Is this the way a husband writes to his wife? He calls her "Miss H." A man might call his wife by her given name, but never by the surname which she bore before marriage. They were to each other Mr. Sharon and Miss Hill until it was declared by William M. Neilson that they were husband and wife. It may be thought a little singular that the announcement of this marriage should be made by Mr. Neilson, but it seems to me entirely appropriate; he was probably the only man whose reputation for truth could not suffer by making such an announcement.

The Past was Obliterated.

We have thus far reviewed some of the prominent circumstances of the alleged contract and the conduct of the parties relating thereto. Miss Hill is the only witness besides Mr. Sharon who ever had an opportunity to acquire a personal knowledge as to whether or not Mr. Sharon executed the so-called marriage contract. She has lost her memory. Nothing appears in this case to show that Mr. Sharon has lost his memory, and until the contrary appears the presumption is that he has told the truth. Has Miss Hill shown herself possessed of sufficient memory of any past transaction to enable her to make a statement contradictory of Mr. Sharon which can by any possibility raise a question of veracity between the

two? Both must testify from their recollection of the transaction. If Mr. Sharon has ordinary capacity and swears to a certain fact, he cannot be contradicted by Miss Hill unless she has some slight capacity for remembering past transactions. We claim that she has not only shown herself incapable of connecting past facts, but so far as the past is concerned her mind is a blank. She does not know her own age by six or seven years, although perfectly willing to state it if she knew. She does not remember the name of any teacher or the Mother-Superior in either of the two convents in which she says she was educated, except Sister Mary Anne (p. 1121). She don't know the month when her courtship commenced with Mr. Sharon. She is unable to state whether at the time she took laudanum in Mr. Lloyd's office—a gentleman to whom she had been engaged for years—she was carrying on a courtship with Mr. Sharon with a view to a matrimonial speculation. She says that she entered into the so-called marriage contract on the 25th day of August, 1880, and between that time and the 6th of December, 1881, she received from him five letters addressed to her as "Dear Wife," but when she is ignominiously ejected from the Grand Hotel, and appeals to Mr. Sharon to allow her to remain, in three elaborate letters, which we have considered, she fails to remember or even mention the fact that she holds a contract of marriage and five "Dear Wife" letters written by her oppressor. Her memory is so bad that she goes from the hotel in exile, and is beaten about from pillar to post on the remainder of the stipend paid her by Mr. Sharon, without proclaiming her rights as a wife by virtue of the so-called contract.

"Two Little Lone Birds."

More than that, in the fall of 1882, about one year after her ejection from the Grand Hotel, and during her deepest humiliation and disgrace, she forgets again or fails to recollect at all that she is possessed of this marriage contract and these "Dear

Wife" letters, and assumes the character of a girl, and attempts in a most fondling letter to decoy back this ancient millionaire, her former lover, and invites him to accompany her and Nellie, two little lone birds, to watering-places, strolls in the woods, and moonlight drives, with a view, it is fair to presume, of obtaining a renewal of her former stipend of \$500 a month.

The "Motherless, Fatherless Girl."

She visits his room with Nellie Brackett, and she places her behind the bureau so that Nellie may be impressed with the knowledge that Miss Hill is the wife of Mr. Sharon. The young lady hears all the conversation and becomes charged with a knowledge of that important fact. With this information, the two ladies constantly visit Mr. Sharon until their presence becomes annoying to him, and he refuses to see them, and the servants maltreat and insult them, until the angry passions of Nellie provoke her to write a letter to Mr. Sharon, accusing him of every possible unkindness and cruelty against Miss Hill, her companion, whom she pities as a "motherless, fatherless girl." But she does not accuse him of maltreating his wife. How can we account for the forgetfulness of Nellie Brackett on this occasion? Is it possible that the oblivion of Miss Hill to past transactions was contagious, and that Nellie caught the disease, and failed to recollect at the time she was writing her "horrible" letter, what she had heard while encased behind the bureau, watching the nuptial couch of Mr. and Mrs. Sharon?

Undoubtedly, Your Honors are curious to learn whether Miss Hill discovered that she had these valuable documents first and communicated that fact to Mr. Neilson, or whether Mr. Neilson first made the discovery and communicated it to Miss Hill through the medium of the public press; but upon that point I assure Your Honors your curiosity cannot be gratified.

The Secret that Grew More Secret Every Time it was Told.

The secret of Miss Hill's marriage was probably the most remarkable secret of modern times ; it would not spread. Every person to whom she told it maintained it inviolate. No matter whether that person were man or woman, Miss Hill's secret was always safe, and never repeated a second time. She told it to her grandmother, Mrs. Brawley ; but no one accuses that venerable lady of betraying the secret of her granddaughter—so careful has she been in that regard, that she has refrained from mentioning the fact even in a Court of justice. Mammie Pleasant when she advised with Judge Tyler as to the validity of the marriage contract in 1881, was particular not to inform that gentleman who the parties were. Nellie Brackett, who loves to talk and loves to tell as much as any girl that ever lived, had no difficulty in keeping the marriage secret until it was flashed to the public under glaring head-lines in the newspapers. Martha Wilson also kept the secret, but her excuse is that she had no secret to keep—but she paid dearly for her excuse—she was indicted and tried for perjury, and only escaped by the verdict of the jury. Vesta Snow declares that she had the secret, and so far as we know she kept it faithfully until after the arrest of Mr. Sharon. W. R. Sloan, Miss Hill's uncle, kept the secret most faithfully. He, too, has refrained from disclosing the fact in or out of a Court of justice up to the present time.

Wherever Miss Hill went and with whomsoever she spoke with regard to this marriage contract, or her relations with Mr. Sharon, she cast a veil of oblivion over what she had said and what she had done, so that she, herself, not only forgot the fact of marriage, but all to whom she communicated that fact immediately became oblivious of her communication. Miss Hill can congratulate herself upon one thing—she is the

only person that ever lived in San Francisco with the same number of confidants to whom she imparted an important secret, all of whom, on all occasions, proved forever faithful. Her secret was the only secret that grew more secret every time she told it. It was the only secret that was just the right size—neither too large nor too small, too hot nor too cold, so that it exactly filled every person full to whom it was told, without being oppressive, and could be retained without chills or fever. Whoever knew so big a secret to be so jealously guarded?

The Manufacture of the "Dear Wife" Letters.

It would be interesting to know the feelings of Miss Hill when she first read her marriage contract in the *San Francisco Examiner*, and learned that she had made it and that she was the wife of a millionaire. According to Nellie Brackett, Miss Hill was unable to manufacture a "Dear Wife" letter to correspond with the one published by Neilson, and she was greatly annoyed because he had placed her in such a position before the public. But the fact was out that she had the "Dear Wife" letters, and she knew that she must have them for she saw it in the newspapers. She therefore proceeded immediately to manufacture them. She made many experiments and finally succeeded in getting three "Dear Wife" letters to her satisfaction—Exhibit 11, Exhibit 13 and Exhibit 16. These were all prepared at Laurel Place. After she removed to Van Ness Avenue she manufactured two more, which are known as Exhibits 29 and 37.

Nellie Brackett's Story Sustained by the Circumstances.

But they say Miss Nellie has been impeached; that she swore to one thing in Judge Sullivan's Court, and afterwards

she took it back and swore exactly the opposite. It is true Nellie swore to a falsehood, and it is also true that Nellie confessed that falsehood and has given us the whole business how the letters were manufactured. But, say they, she is impeached by creditable witnesses in this case. This we deny. We admit that George W. Tyler, W. B. Tyler, C. D. Cushman, and R. P. Clement stated that they saw the "Dear Wife" letters in Miss Hill's possession while she was living at Laurel Place. Without questioning the fact that all these gentlemen think they saw them, to my mind it is evident that they did not see anything of the kind. Miss Brackett tells us that Miss Hill was constantly making experiments, and she may have had on hand five specimens or more at any time while she was at Laurel Place, but it by no means follows that she had these particular "Dear Wife" letters. These pencil letters about which the discrepancy exists are mere scraps, and it would be impossible for these gentlemen, in my opinion, to distinguish one scrap of paper from another. Neither of the witnesses was able to describe any one of these pencil letters that they saw at Laurel Place. They relied entirely upon the force of their memory as to the particular papers, without having made a memorandum or having any means of refreshing their memory. The silent testimony against them is overwhelming. W. B. Tyler, in November, 1883, while Miss Hill was at Laurel Place, and after all these witnesses say they had seen the "Dear Wife" letters, photographed all her important papers. His reason for doing so was that Miss Hill feared the originals would be stolen from her. The negatives of these photographs were produced in Judge Sullivan's Court, but no negatives could be found of Exhibits 29 and 37.

Another circumstance is most significant: In January, 1884, the deposition of C. D. Cushman was taken, and he was called upon to identify the letters and papers of Miss Hill, and particularly the contract and "Dear Wife" letters, and it is a fact that only three "Dear Wife" letters were produced and attached to his deposition; 29 and 37 were not

then produced, though Mr. Tyler's recollection is that he had them in his possession ; but what is his recollection worth when he had no memorandum and could state no circumstance which would enable him to recollect such a fact ?

If Nellie Brackett had told an unreasonable story ; if she was not corroborated by every circumstance known to exist ; if an inspection of the papers would not now show evidences of tracing, there might be some plausibility in claiming that her testimony was in conflict with others on the immaterial matter of a date. But whether she is right about the date or not, she was certainly right in her main facts ; for when Miss Hill wrote with her own hand she unconsciously used her own terminal strokes, and it is thereby demonstrated that Nellie Brackett was right, and thus the quibbling about dates must be banished from consideration.

I ask the Court, in justice to this young girl, who was so long the obedient slave and follower of Miss Hill, to read her testimony as it appears of record in this case, and compare it with the " Dear Wife " letters. Miss Brackett's evidence is a key which explains Exhibit 13 and the other " Dear Wife " letters. Exhibit 13 and other genuine writings of Miss Hill, compared with the Thorn letter and other genuine writings of Mr. Sharon, also furnish a key by which you could supply Nellie Brackett's testimony if it did not exist, or reproduce it if it were all destroyed. It matters not who furnished the key ; we know it fits the lock.

In conclusion, I submit that the so-called marriage contract is a forgery. It is so proclaimed by the time, place and circumstances of its pretended execution. It is so proclaimed by the conduct of both of the parties thereto every day and every hour from the 25th day of August, 1880, the day of its pretended execution, to the 8th of September, 1883, the day Wm. Sharon was arrested at the instigation of William M. Neilson. It is so proclaimed by the ear-marks of fabrication

which the contract bears upon its face. It is so proclaimed by the spurious "Dear Wife" letters, manufactured to bolster up the fraud. The necessity for a judgment of this Court to discourage conspiracies of this character, for the protection of society, is far greater than any private interest involved. If marriages of this kind can be established by evidence like that offered in the case at bar, the estate of every man is liable to spoliation and to distribution among aliens to his blood and strangers to his affections. My apology to the Court for the extended remarks in which I have indulged, is that in such a case as this I am not only impressed with my obligation to my client, but I recognize that I owe a duty to society. My desire to aid to the extent of my ability in exposing and arresting this bold attempt to despoil my client of his estate, disgrace his family and his name, and bring reproach upon the government and the laws of the State of California, I plead in extenuation of this trespass upon your time and attention.

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